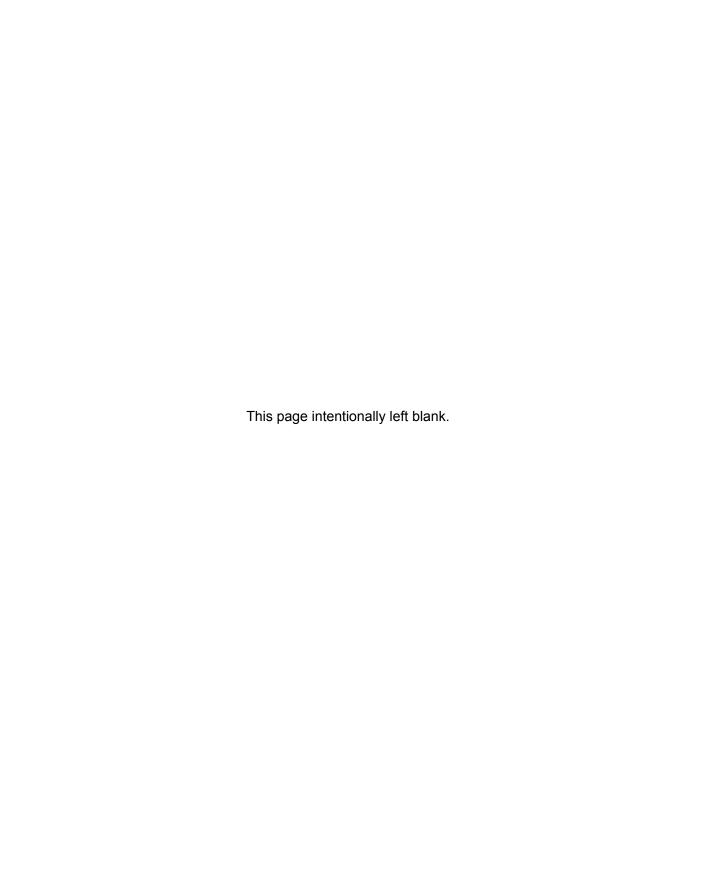
POTOMAC YARD METRORAIL STATION ENVIRONMENTAL IMPACT STATEMENT



Greens Scenic Area Easement: Background and Title Documents Technical Memorandum

May 2016



GREENS SCENIC AREA EASEMENT BACKGROUND AND TITLE DOCUMENTS

1.0 INTRODUCTION

This memorandum provides background information and title documents for the Greens Scenic Area easement located in the project study area for the Potomac Yard Metrorail Station.

The scenic easement comprises 15.27 acres that are administered by the National Park Service (NPS) and located on land owned by the City of Alexandria to the north and east of the Potomac Greens neighborhood along the George Washington Memorial Parkway (GWMP) (see **Figure 1**). The purpose of the easement, as stated in the title documents, is to conserve and preserve the natural vegetation, topography, habitat, and other natural features within its area. The scenic easement prohibits most improvements, clearing, tree removal, and grading, except for uses such as light passive recreation and underground utilities, for which any improvements require prior written approval of the United States. The easement comprises areas of emergent wetland, forested wetland, and upland treed area habitats.

The location of the Greens Scenic Area easement relative to GWMP and City of Alexandria parkland is depicted in **Figure 2**, and its location relative to historic architectural resources is depicted in **Figure 3**. **Photographs 1 through12** of the Greens Scenic Area easement, including its forest and wetland areas, walking paths, and views to and from the easement from adjacent areas are included on the pages following the map figures. In March 2015, the Keeper of the National Register determined that the Greens Scenic Area easement is eligible for listing in the National Register of Historic Places (NRHP) as a resource that contributes to the scenic qualities of the Mount Vernon Memorial Highway (MVMH) and GWMP, which are listed in the NRHP (see Attachment F).

The Greens Scenic Area is also a Resource Protection Area (RPA) designated by the City of Alexandria under Virginia's Chesapeake Bay Preservation Act. RPAs comprise buffer areas of tributaries, shore line, and delineated wetland areas where development is subject to restrictions under the City of Alexandria Zoning Ordinance.

The appendix is organized as follows:

- Map figures of Greens Scenic Area easement
- Photographs of Greens Scenic Area easement
- · Section 2: Background
- Section 3: Chronology of Events

The following documents related to the easement are provided as attachments:

- Attachment A: 1938 Indenture, Title Document 0443-0083
- Attachment B: 1970 Exchange Agreement, Title Document 727-723
- Attachment C: 2000 Release and Scenic Easement Agreement, Title Document 000005341
- Attachment D: 2004 Dedication of Underlying Property to City of Alexandria, Title Document 050027503
- Attachment E: Parcel Ownership in Vicinity of Greens Scenic Area

In addition, the following documents relating to the National Register of Historic Places (NRHP) listing of the GWMP are provided at attachments:

- Attachment F: Keeper of the National Register Determination of Eligibility Notification
- Attachment G: Mount Vernon Memorial Highway NRHP Nomination Form
- Attachment H: George Washington Memorial Parkway NRHP Nomination Form

Greens Scenic Area LEGEND Study Area DEL RAY Neighborhoods Existing Metrorail Blue/Yellow Line **CSXT Tracks** RONALD REAGAN WASHINGTON NATIONAL AIRPORT CSXT Right-of-Way Greens Scenic Area Easement Poromac Piler РОТОМАС LYNHAVEN HUME AVE Source: City of Alexandria; Arlington County; District of Columbia Washington DC SWANN AVE M-m-m-m-m-MM Arlington County POTOMAC POTOMAC GREENS E CUSTIS AVE City of E WINDSOR AVE GREENS Alexandria E HOWELL AVE 1,200 600 Feet E DUNCAN AVE POTOMAC YARD SLATERSILN METRORAIL STATION EIS

Figure 1: Greens Scenic Area Easement, Location Map

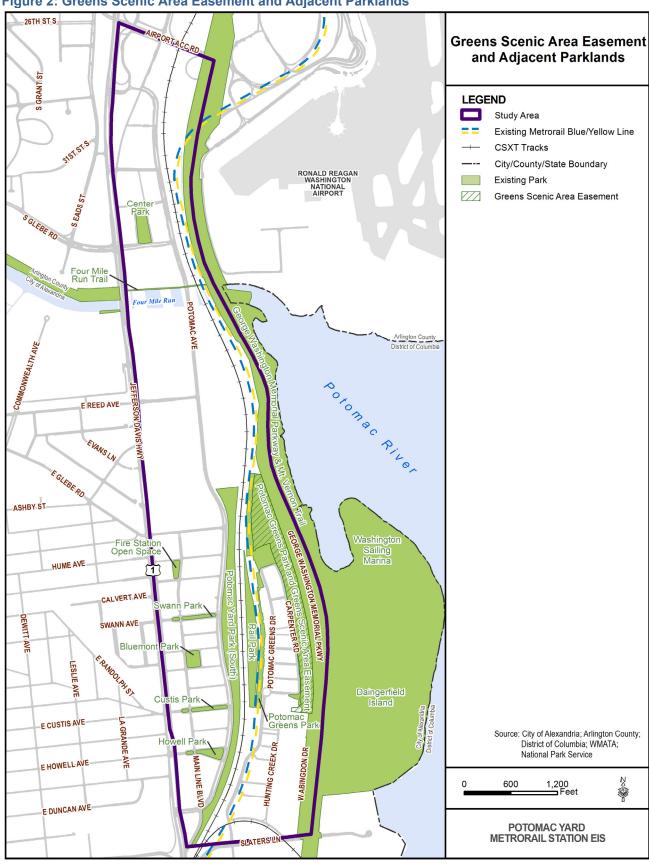


Figure 2: Greens Scenic Area Easement and Adjacent Parklands

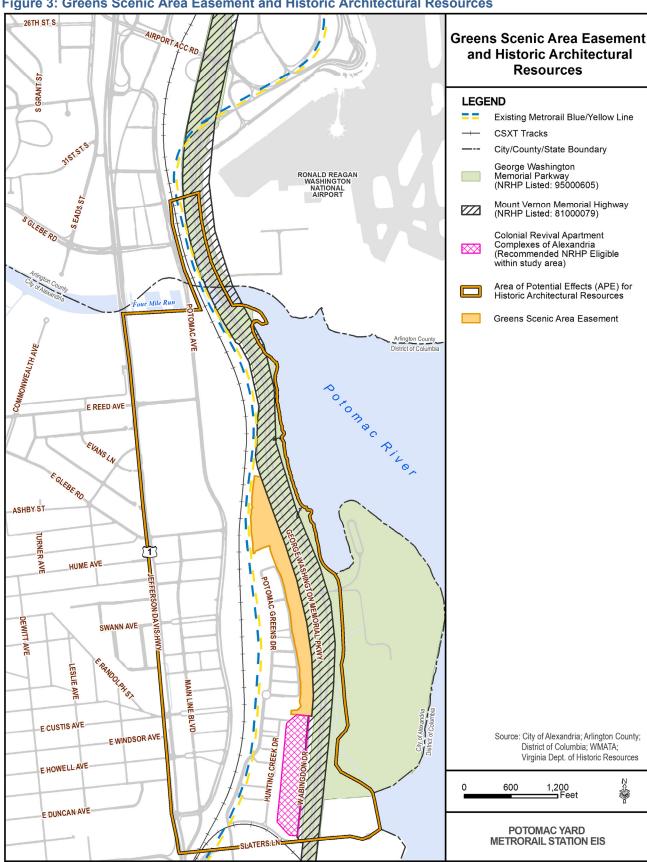


Figure 3: Greens Scenic Area Easement and Historic Architectural Resources



Photo 1: Wetland area within Greens Scenic Area, view north with GWMP in background



Photo 2: Interpretive exhibit, walking path and wetland area within Greens Scenic Area; view east with GWMP in background

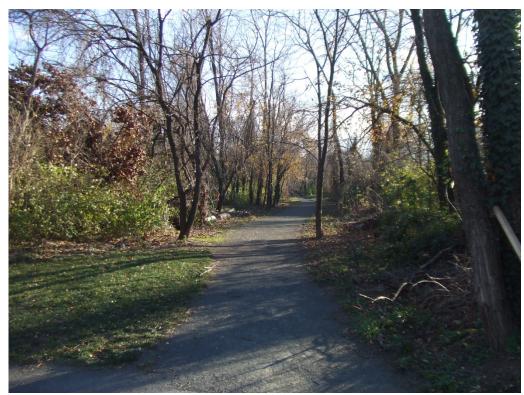


Photo 3: Walking path and upland treed area within Greens Scenic Area



Photo 4: Walking path within Greens Scenic Area, view west with Metrorail tracks and substation building in background



Photo 5: Southbound GWMP, view south with northern end of Greens Scenic Area beyond immediate line of vegetation on right



Photo 6: Southbound GWMP, view south with middle part of Greens Scenic Area beyond immediate line of vegetation on right



Photo 7: View west across GWMP to northern end of Greens Scenic Area, with elements of Metrorail track and Potomac Yard development in background



Photo 8: View west across GWMP to middle part of Greens Scenic Area, with Potomac Greens townhomes and Potomac Yard development in background



Photo 9: Winter view from Mount Vernon Trail west across GWMP to northern end of Greens Scenic Area, with Potomac Yard development in background



Photo 10: Summer view from Mount Vernon Trail west across GWMP to northern end of Greens Scenic Area, with Potomac Yard development in background



Photo 11: View from edge of Potomac Greens residential development, north across lawn area of Potomac Greens Park to Greens Scenic Area



Photo 12: View from edge of Potomac Yard development, east across CSXT railroad tracks and Metrorail tracks to Greens Scenic Area

2.0 BACKGROUND

This section describes the various events, including previous property agreements and development proposals that led to the *Release Agreement and Scenic Easement* in 2000, establishing the Greens Scenic Area easement.

The timeline begins with the 1938 indenture, which resolved a property dispute between the United States and the Richmond, Fredericksburg and Potomac Railroad Company (RF&P), and restricted the use of the disputed property to railroad purpose. As RF&P began to wind down operations of the Potomac Yard rail yard, it began to contemplate development of the property. In 1970, the Exchange Agreement between RF&P, the United States, and Charles Fairchild allowed for the proposed construction of an interchange from the planned Potomac Greens neighborhood to the GWMP roadway to facilitate development of the neighborhood.

No development on the Potomac Greens property occurred during the 1970s, and in the 1980s several development proposals were submitted to the City of Alexandria. The U.S. Commission of Fine Arts and the National Capital Planning Commission issued approvals for the interchange onto GWMP in 1983. Citizens groups filed a lawsuit in 1986 to prevent construction of the interchange, and in 1987 the U.S. Congress barred NPS from issuing any construction permit for an interchange with the Parkway until an EIS had been prepared. The *George Washington Memorial Parkway-Potomac Greens Final EIS* (1991) proposed several methods of preserving views from GWMP, including the purchase of a visual buffer along the area between the Potomac Greens and Potomac Yard developments and GWMP. This document was prepared under direction from the U.S. Congress, rather than under NEPA; consequently, no record of decision was prepared.

The United States of America and Commonwealth Atlantic Properties (the owner of Potomac Yard at the time) signed the *Release Agreement and Scenic Easement* in 2000. The agreement enabled redevelopment of the land in Arlington County which had been restricted to railroad uses under the 1938 indenture, negated the right to build a highway interchange onto GWMP, and established a perpetual scenic easement over a portion of Potomac Greens (known as the Greens Scenic Area). The purpose of the easement, as stated in the title documents, is to conserve and preserve the natural vegetation, topography, habitat, and other natural features within its area. The scenic easement stipulates that no improvements shall be constructed or installed within the Greens Scenic Area, that no clearing, grading, or tree removal shall be permitted, and that the Greens Scenic Area shall not otherwise be disturbed without prior written approval of the United States.

In 2004, during development of the Potomac Greens neighborhood, the underlying fee simple property interest was dedicated to the City of Alexandria for Potomac Greens Park. The transfer did not affect the terms of the Greens Scenic Area perpetual easement, which is currently located on portions of the City public park. A small portion at the southern end of the Greens Scenic Area easement (0.19 acres) is on property owned by the Potomac Greens Homeowners Association.

3.0 CHRONOLOGY OF AGREEMENTS

1938 – The United States Department of the Interior and RF&P executed an indenture resulting in public law that provided direction to the settlement of conflicting titles to land associated with the shoreline of the Potomac River in the vicinity of the Mount Vernon Memorial Highway. In the indenture, the United States quitclaimed to RF&P a tract, labeled "Area 3," which encompassed roughly 40 acres near Four Mile Run. The indenture specified that the transferred land is subject to a use restriction, which provides that the property is to be used by RF&P solely for the construction, maintenance and operation of the railroad and freight yard (refer to Title Document 0443-0083, provided in Attachment A).

1970 – RF&P leased the land encompassing Potomac Greens (then called Potomac Center) to Charles Fairchild, who intended to develop the parcel. An Exchange Agreement between the United States, RF&P, and Charles Fairchild (refer to Title Document 727-723, provided in Attachment B) was executed whereby the United States (National Park Service) exchanged access rights to the George Washington Memorial Parkway from Potomac Greens in exchange for 28 acres in Fairfax County known as Dyke Marsh.

1982 – RF&P terminated Fairchild's lease and pursued Federal approvals for construction of the interchange with the Parkway.

1983 – Approvals for the highway interchange were issued by the U.S. Commission of Fine Arts and the National Capital Planning Commission.

1986-1988 – Various plans for a mixed-use development at the Potomac Greens site were submitted to the City of Alexandria.

1986 – Daingerfield Island Protective Society, a citizen group, filed a lawsuit against NPS challenging the 1970 Federal decision that gave developers the rights and obligation to construct an interchange between the Potomac Greens site and the Parkway. The lawsuit also alleged that the interchange design approval violated various Federal laws.

1987-1991 – The U.S. Congress barred NPS from issuing any construction permit for an interchange with the Parkway until an EIS had been prepared. The *George Washington Memorial Parkway-Potomac Greens Final EIS* (1991) evaluated four alternative development scenarios. The first alternative included the development proposals. Alternatives 2, 3 and 4 assumed, respectively, purchase of the interchange rights, purchase of a visual buffer to protect the Parkway, and purchase of the entire site.

Late 1980s/Early 1990s – The RF&P pursued redevelopment in "Area 3", above the height of the existing freight yard rails. The RF&P took legal action against the National Parks Service to allow redevelopment in two courts, with the U.S. prevailing in each court and each appeal. RF&P could not proceed without acquiring additional interests. It was under this situation that the appraised, valued exchange of land interests occurred between the Railroad and the U.S. The Release Agreement was a component of the Land Exchange. NPS proposed to drop the railroad use restriction for Area 3 (Arlington Potomac Yard), in exchange for RF&P giving up the right to build an interchange with the Parkway. Instead, RF&P filed an action to "quiet title" in the parcel, seeking a declaration that the use restriction in the indenture had ceased to be effective or, in the alternative, that the restriction was satisfied by RF&P's use of a portion, rather than the entirety, of the property for railroad purposes. In 1991, the United States Court of Appeals, Fourth Circuit, upheld lower court rulings that dismissed RF&P's request. (RF&P v. United States, 1991, http://openjurist.org/945/f2d/765/richmond-fredericksburg-potomac-railroad-company-v-united-states).

1994 – The United States Court of Appeals, District of Columbia Circuit, affirmed lower court rulings which dismissed challenges to the 1970 exchange agreement, and affirmed that the design approval of the Parkway interchange did not contravene any of the cited laws. (Daingerfield Island Protective Society v. Babbitt, 1994, http://openjurist.org/40/f3d/442/daingerfield-island-protective-society-v-babbitt-us.)

2000 – Commonwealth Atlantic Properties, the owner of the property in Potomac Yard at the time, entered into the Release Agreement and Scenic Easement with the United States of America, Department of the Interior (refer to Title Document 000005341¹, provided in Attachment C). Key agreements included:

- Commonwealth Atlantic Properties relinquished the right of ingress and egress from the Parkway.
- The United States agreed to release the restrictions from the 1938 indenture agreement related to Area 3 in Arlington County.
- Commonwealth Atlantic Properties agreed to grant the United States a perpetual scenic easement (Greens Scenic Area) over and across certain portions of Potomac Greens.

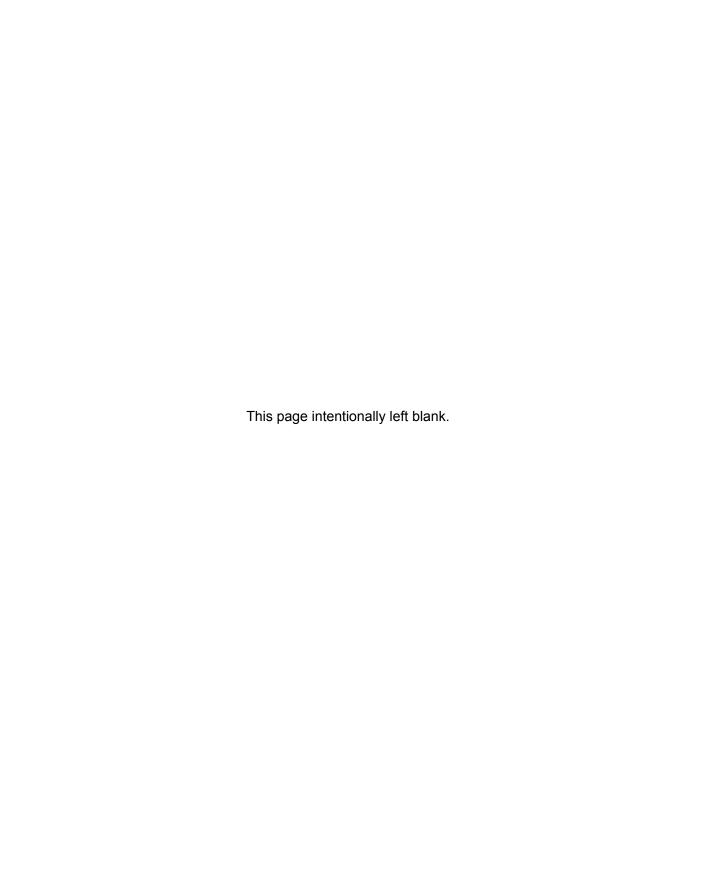
2001-2003 – Commonwealth Atlantic Properties deeds the property underlying the Greens Scenic Area, along with other adjacent land that will be part of the Potomac Greens neighborhood, to Crescent Potomac Greens, LLC. In 2001, the underlying property is deeded to Potomac Greens Associates, LLC. The transfers do not affect the Greens Scenic Area perpetual scenic easement over portions of the property.

2004 – The underlying property (City tax parcel # 025.02-01-36) is dedicated to the City of Alexandria for "public park and/or open space uses" as Potomac Greens Park (refer to Title Document 050027503², provided in Attachment D). The dedication to the City of the Potomac Greens Park property does not affect the Greens Scenic Area scenic easement over portions of the property. A detailed map of current parcel ownership (fee simple interest) in the vicinity of the Greens Scenic Area is provided in Attachment E.

2015 – The Federal Transit Administration (FTA), in coordination with NPS, sought a formal determination of eligibility on whether the Greens Scenic Area easement is a historic resource eligible for or contributing to a NRHP listing. On March 17, 2015, the Keeper of the National Register issued a formal Determination of Eligibility Notification that determined the easement area to be NRHP eligible as a resource that contributes to the scenic qualities of the MVMH and GWMP. A copy of this letter is provided in Attachment F.

¹ Title Document 000005341 amended the original Release Agreement and Scenic Easement title document 000005037, as noted: "Agreement is being re-recorded to follow the deed re-recorded immediately prior hereto in the chain of title." Aside from the note, the title documents are identical.

² Title document 050027503 is the current title document included minor corrections to the original title document 040050111. The corrections did not affect the terms of the dedication of the Potomac Greens Park property to the City or the Greens Scenic Area perpetual scenic easement.



ATTACHMENT A: 1938 Indenture, Title Document 0443-0083

RECORDED BY

RICHMOND, FREDERICKSBURG AND POTOMAC RAILROAD COMPANY

to and from AGREEMENT
UNITED STATES OF AMERICA

d.

18,

THIS INDEMTURE Made this 12th day of February, 1938, by and between the RICHMOND, FREDERICKSBURG AND POTOMAC

COMPARED BY

12th day of H. Warwick

MALLED TO

Armistend L

Boothe 108

North Emint

Asuph St.

Asuph St.

Alex., Vs.

RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Alex., Va. Virginia, party of the first part; the UNITED STATES OF AMERICA, acting by and through 10/31/3% the Secretary of the Interior, party of the second part; CENTRAL HANOVER BANK AND TRUST COMPANY, formerly Central Trust Company of New York, a corporation organized and existing under the laws of the State of New York, trustee in the Consolidated Gold Mortgage of the Richmond, Fredericksburg and Potomac Railroad Company dated April 1, 1890, party of the third part; CENTRAL HANOVER BANK AND TRUST COMPANY, formerly Central Trust Company of New York, a corporation organized and existing under the laws of the State of New York, trustee in the General Gold Mortgage of the Richmond, Fredericksburg and Potomac Railroad Company dated April 1, 1903, party of the fourth part; and SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE, MARYLAND, trustee in the First Gold Mortgage of the Washington Southern Railway Company dated June 1, 1903, party of the fifth part.

WHENEAS, doubts have arisen concerning the boundaries between land claimed to be owned by the Richmond, Fredericksburg and Potomac Railroad Company, party of the first part, and land claimed to be owned by the United States of America, party of the second part, along the shores of the Potomac River and controversies have arisen between said party of the first part and the party of the second part as to their respective rights, titles, interests and estates in and to certain lands, submerged or partly submerged lands, and made lands in, under and adjacent to the Potomac River and the shores thereof; and

WHEREAS, by the Act of Congress entitled "'An Act authorizing the Secretary of the Interior, with the approval of the National Capital Park and Planning Commission and the Attorney General of the United States, to make equitable adjustments of conflicting claims between the United States and other claimants of lands along the shores of the Potomac River, Anacostia River and Rock Creek in the District of Columbia! approved June 4, 1934, c. 375" (48 Stat. 836), it is, among other things, provided that, for the purpose of establishing and making clear the title of the United States in and to any parcel of land or water in, under and adjacent to the Potomac River, including the shores and submerged or partly submerged land, as well as the banks of said waterway, and also the upland immediately adjacent thereto, including made land, flat lands and marsh lands in which persons and corporations may or pretend to have any right, title, claim or interest adverse to the complete title of the United States and in order to facilitate the same by making equitable adjustments of such claims and controversies between the United States of America and such adverse claimants, the Secretary of the Interior is authorized to make and accept on behalf of the United States, by way of repromise when deemed to be in the public interest, such conveyances including deeds of quitclaim and restrictive and collateral covenants of the lands in dispute as shall be also approved by the National Capital Park and Planning Commission and the Attorney General of the United States; and

MUNICIPAL PROPERTY OF THE PARTY OF THE PARTY

whereas, in order to facilitate the settlement of such claims and controversies and the establishment of the title of the United States of America in and to lands in, under and adjacent to said Potomac River by making equitable adjustments of such claims and controversies between the United States of America, party of the second part, and the Richmond, Fredericksburg and Potomac Railroad Company, party of the first part, the Secretary of the Interior has made a compromise agreement with the said Richmond, Fredericksburg and Potomac Railroad Company and said agreement has received the approval of the National Capital Park and Planning Commission and the Attorney General of the United States, and it is necessary in order to carry said agreement into effect that the party of the first part and the party of the second part shall reciprocally convey and quitelaim each to the other the parcels of land hereinafter described and the rights, easements, legal and equitable servitudes, privileges, appurtenances and restrictive covenants hereinafter in this indenture set forth; and

tł

Tı

WhiteAs, by agreement of merger dated February 2, 1920, effective February 24, 1920, between the Richmond, Fredericksburg and Potomac Reilroad Company and the Washington Southern Railway Company, the Richmond, Fredericksburg and Potomac Railroad Company, as successor to the Washington Southern Railway Company, is vested with all right, title and interest in and to the land hereinafter conveyed which formerly vested in the Washington Southern Railway Company; and

WHEREAS, the said Richmond, Fredericksburg and Potomac Railroad Company by the compromise agreement hereinbefore mentioned has agreed to convey to, and vest in, the United States of America the several parcels of land hereinafter described as granted to the party of the second part in fee simple and the rights, easements, legal and equitable servitudes, privileges, appurtenances and restrictive covenants hereinafter in this indenture set forth; and

WHEREAS, under the said mortgages or deeds of trust hereinbefore referred to, the said Trustees are authorized to release the liens, respectively, of said mortgages or deeds of trust upon certain of the property mortgaged under the terms and conditions of said mortgages or deeds of trust, respectively set forth, and each of said Trustees has consented and agreed to release from the liens, respectively, of each of said mortgages or deeds of trust the real estate hereinafter conveyed, and the requisite, proper and necessary action has been taken by the Board of Directors of the Richmond, Fredericks-burg and Potomac Railroad Company, as required by the terms and conditions of said mortgages or deeds of trust, authorizing and directing the conveyance of the property hereinafter conveyed to the United States of America; and

WHEREAS, on or about June 18, 1918, Central Trust Company of New York, pursuant to the laws of the State of New York, merged into itself Union Trust Company of New York and simultaneously changed its name to Central Union Trust Company of New York; and

WHEREAS, on or about May 15, 1929, Central Union Trust Company of New York, pursuant to the laws of the State of New York, merged into itself the Hanover Bank of the City of New York, and simultaneously changed its name to Central Hanover Bank and Trust Company and under said name is the duly constituted Trustee under said Consolidated Gold Mortgage of the Richmond, Fredericksburg and Potomac Railroad Company, dated April 1, 1890; and

sies
in,
aims
.nd
.the

roval 16 1t 1vey

24,

road

ll ested

the

the ted

ter

to,
ages
tions
tees
mortroper
dericksmort-

w York

nd
, purthe
Trust
d Gold
1, 1890;

Maria.

WHEREAS, on or about June 18, 1918, Central Trust Company of New York, pursuant to the laws of the State of New York, merged into itself Union Trust Company of New York, and simultaneously changed its name to Central Union Trust Company of New York; and

and the first of the second production of the second secon

WHEREAS, on or about May 15, 1929, Central Union Trust Company of New York, pursuant to the laws of the State of New York, merged into itself the Hanover Bank of the City of New York, and simultaneously changed its name to Central Hanover Bank and Trust Company, and under said name is the duly constituted Trustee under said General Gold Mortgage of the Richmond, Fredericksburg and Potomac Railroad Company, dated April 1, 1903; and

WHEREAS, the Safe Deposit and Trust Company of Baltimore, Maryland, is Trustee in the First Gold Mortgage of the Washington Southern Railway Company, dated June 1, 1903, conveying certain property of the Washington Southern Railway Company;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That for and in consideration of the premises and for the purpose of carrying into effect the provisions of the aforesaid compromise agreement made and entered into by and between the Richmond, Fredericks-burg and Potomac Railroad Company, party of the first part, and the United States of America, acting by and through the Secretary of the Interior with the approval of the National Capital Park and Planning Commission and the Attorney General of the United States, party of the second part, and in further consideration of the mutual conveyances, quitclaims, covenants and agreements made reciprocally by and between said party of the first part and said party of the second part hereinafter in this indenture set forth, the party of the first part and the party of the second part do respectively grant and convey each to the other the properties, estates, rights, interests, easements, servitudes, privileges and appurtenances hereinafter in this indenture stated and do covenant and agree one with the other in the manner and form and to the purpose and effect hereinafter in this indenture declared and set forth, that is to say:

I. The Richmond, Fredericksburg and Potomac Railroad Company, party of the first part, does by these presents grant and convey with general warranty of title unto the United States of America, party of the second part, its successors and assigns forever, the three following parcels or tracts of land hereinafter designated respectively as Area A, Area B and Area E, together with improvements thereon and the rights, ways, easements and appurtenances thereunto belonging, with all real and personal rights, powers, privileges, franchises and immunities now owned, possessed or enjoyed by said party of the first part, and specifically including all riparian rights, located in Arlington County, Virginia, and more particularly described as follows:

AREA A. A part of a parcel of land situated near the southerly end of the Highway Bridge over the Potomac River, formerly owned by R. P. and Allen Dodge and conveyed by William M. Lewin, Substitute Trustee, et als to R. Thomas Robinson by deed recorded among the land records of Arlington County, Virginia, in Liber 122 at Folio 341, and by R. Thomas Robinson to the Washington Southern Railway Company by deed recorded among the land records of Arlington County, Virginia, in Liber 122 at Folio 477; the part of the

said parcel to be herein conveyed being described by metes and bounds as follows:

BEGINNING at a point on the westerly boundary of the original parcel N. 18º 17: 20" E. 1842.93 feet from the most southerly corner of same, said point of beginning being also the northeasterly corner of a parcel of land conveyed to the United States of America by William M. Lewin, Trustee, for an approach to the Highway Bridge, by deed recorded among the records of Arlington County, Virginia, in Liber 111 at Folio 56; running thence with the easterly line of said bridge approach extended (1) N. 18° 17' 20" E. 29.67 feet to a point on the former shore line of the Potomac River; thence with said former shore line the nine following courses and distances: (2) S. 63° 22' O' E. 143.49 feet; (3) S. 69° 20' 40" E. 51.99 feet; (4) S. 52° 0' 50" E. 50.15 feet; (5) 8. 56° 35' 10" E. 100.26 feet; (6) 8. 60° 33' 0" E. 100.84 feet; (7) S. 43° 32' 40" E. 101.74 feet; (8) S. 56° 0' 30" E. 50.10 feet; (9) S. 31° 57' 10" E. 52.84 feet; (10) S. 40° 14' 40" E. 102.96 feet; thence leaving said former shore line of the Potomac River and running across said original parcel (11) N. 55° 27' 30" W. 732.49 feet to the point of beginning, as shown on the plat hereto annexed;

AREA B. All that part of a parcel of land situated near the southerly end of the Philadelphia, Baltimore and Washington Railroad Bridge across the Potomac River conveyed by Manor Real Estate and Trust Company to Washington Southern Railway Company by deed recorded among the Land Records of Arlington County, Virginia, in Liber 127 at Folio 516; BEGINNING for the same at the most westerly corner thereof and running thence with the outlines of said parcel (1) S. 84° 42° 50° E. 142.94 feet; (2) N. 61° 44° 40° E. 67.08 feet to the northwesterly corner of a tract of land conveyed to the United States of America for the Mt. Vernon Memorial Highway by deed dated April 1, 1930, and recorded among the Land Records of Arlington County, Virginia, in Liber 314 at Folio 41; thence leaving aforementioned outlines and running with the northwesterly line of said granted tract for said right of way for the Mt. Vernon Memorial Highway parallel to and distant 93.11 feet more or less from the center line of the Philadelphia, Baltimore and Washington Railroad Bridge extended (3) S. 33° 59' W. 156.86 feet; thence (4) N. 52° 18' W. 87.86 feet to a point on the aforementioned original Washington Southern Railway parcel, said corner being N. 37° 26' 40" W. 104.26 feet from the northeasterly corner of the parcel mentioned in Area A above conveyed by R. Thomas Robinson to the Washington Southern Railway Company by deed recorded among the land records of Arlington County, Virginia, in Liber 122 at Folio 477; thence with the outlines of the parcel conveyed to the Washington Southern Railway Company by the Manor Real Estate & Trust Company (5) N. 37° 26' 40" W. 72.74 feet

to the point of beginning, as shown on the plat hereto annexed; and also

AREA E. All that part of two certain parcels of land conveyed to the Richmond, Fredericksburg and Potomac Ruilroad, the first being conveyed by Mary E. Cullinare et al by deed recorded in the Land Records of Arlington County, Virginia, in Liber 228 at Folio 560, the second by Milton Hopfenmaier et ux by deed recorded in said records in Liber 224 at Folio 202; the tract herein conveyed and designated as Area E being described as follows: BEGINNING for the same at a point on the dividing line between the two parcels aforesaid and running thence (1) N. 6º 12' 04" W. 319.08 feet to a point on the 1863 high time shore line of the Potomac River as defined by United States Coast Survey chart 910a: thence with said 1863 high tide line (2) S. 43° 27' 50" E. 139.74 feet; (3) S. 20° 29' 10" E. 371.40 feet; (4) S. 37° 33' 20" E. 36.66 feet to a point on a curve, thence leaving said 1863 high tide line and running (5) with the arc of a circular curve having a radius of 5,054.65 feet and chord bearing S. 6° 54° 07" W. 651.76 feet, an arc distance of 652.21 feet to a point of curve, thence (6) &. 3° 12' 20" W. 50.17 feet; thence (7) N. 8° 47' 56" W. 868.53 feet to the point of beginning as shown on the plat hereto annexed.

And said party of the first part does by these presents remise, release and forever quitclaim unto the party of the second part, the United States of America, its successors and assigns, forever, all right, title, interest and estate whatsoever, both at law and in equity, of said party of the first part in or to the three following described parcels or tracts of land, marsh land and land under water hereinafter designated, respectively, as Area C, Area D and Area F, together with the improvements thereon and the rights, ways, easements and appurtenances thereunto belonging with all real and personal rights, powers, privileges, franchises and immunities now owned, possessed or enjoyed by said party of the first part and specifically including all riparian rights whether said tracts of land, marsh land and land under water be held to be located in Arlington County, State of Virginia, or in the District of Columbia, said Area C, Area D and Area F being more particularly described as follows:

AREA C. All that parcel or tract of land situated near the southerly end of the Philadelphia, Baltimore and Washington Railroad Bridge over the Potomac River described as follows: BEGINNING for the same at the most northerly corner of a tract of land conveyed by the Richmond, Fredericksburg and Potomac Railroad Company to the United States of America by a deed dated April 1, 1930, and recorded among the land records of Arlington County, Virginia, in Liber 314 at Folio 41, being numbered therein as Parcel No. 4, said point of beginning being also in the south abutment coold Long Bridge; running thence with the outlines of said Parcel (1) S. 28° 17° 20° W. 317.78 feet, (2) N.

84° 42' 50" W. 189.42 feet; thence leaving the outlines of said United States parcel and running parallel to and distant 150 feet from the centerline of the Philadelphia, Baltimore and Washington Railroad Bridge, (3) N. 33° 59' E. 145.51 feet; thence (4) N. 56° 35' 40" E. 246.48 feet, (5) N. 28° 51' 20" E. 30.0 feet to the south abutment of old Long Bridge; thence with said abutment (6) S. 51° 42' 40" E. 42.75 feet, to the point of beginning, being part of a parcel of land conveyed to the Washington Southern Railway Company by deed recorded among the land records of Arlington County, Virginia, in Liber 122 at Folio 477, and accretions thereto, as shown on the plat hereto annoxed; and also AREA D. All that area or tract of land, marsh land or land under water lying below the original high water line of the Potomac River in that part thereof commonly known as Roaches Eum or Shallow Bay,

and described as follows:

BEGINKING for the same at the most northerly corner of a parcel of land conveyed to the United States of America by the Michmond, Fredericksburg and Potomac Railroad Company by deed recorded among the land records of Arlington County, Virginia, in Liber 314 at Folio 41, and running thence with a line of said parcel (1) S. 22° 06' 50% W. 160.59 feet to the northwesterly corner of a tract of land conveyed by Sarah Hopfenmaier Guggenheim, Trustee, to the United States of America by deed recorded in the land records of Arlington County, Virginia, in Liber 314 at Folio 29; thence with the westerly bountary of said parcel (2) along the arc of a circular curve having a radius of 5,054.65 feet and chord bearing S. 11° 56° 05" W. 235.72 feet, an arc distance of 235.74 feet, to a point on the high tide shore line of the Potomac River of the year 1863 as defined by United States Coast Survey chart 91Ca; thence leaving the westerly boundary of United States parcel and running with said 1863 high tide line (3) H. 37° 33° 20" W. 36.66 feet, (4) M. 20° 291 10" W. 371.40 feet, (5) M. 43° 271 50" W. 139.74 feet; thence leaving the 1863 high tide line and running (6) N. 3° 21° 47° E. 504.61 feet, (7) S. 19° 19° 10° E. 94.38 feet, (8) S. 26° 45' 30" E. 245.0 feet, (9) S. 29° 27' 50" E. 164.7 feet, (10) S. 34° 51° 30° E. 184.62 feet to the point of beginning, as shown on the plat hereto ammexed; and also

AREA F. All that area or tract of land, marsh land and land under water lying below the original high water line of the Potomac River in that part thereof known as the cove of Four Mile Run and described as follows:

REGIREISG for the same at a point in the 24th line of quitclaim deed from the Richmond, Fredericksburg and Potomac Railroad Company to the United States of America recorded in Arlington County, Virginia, in Liber 314 at Folio 62, distant 60.0 feet from the end of said 24th line; running thence with lines of said conveyance reserved (1) S. 39° 06' 19" W. 628.43 feet (2) S. 32° 23' O" W. 73.0 feet to a point of curve; thence (3) with the arc of a circular curve having a radius of 1837 feet and chord bearing S. 16° 01° 28" W. 1034.80 feet an arc distance of 1049 feet to a point in the 1863 high tide shore line of the Potomac River as defined by United States Coast Survey chart 910a; thence with said shore line (4) S. 68° 04' 0" W. 45.73 feet; thence leaving said shore line and running (5) with the arc of a circular curve having a radius of 2302.75 feet and chord bearing N. 1° 26' 55" W. 571.44 feet an arc distance of 572.92 feet to a point of curve; thence (6) N. 5° 40° 44" E. 1100 feet to the 1932 high tide shore line of the Potomac River; thence with said 1932 shore line the ten following courses and distances (7) S. 78° 24' 21" E. 134.84 feet, (8) S. 68° 23' 07" E. 57.01 feet, (9) S. 76° 23' 58" E. 63.79 feet, (10) N. 68° 29' 55" E. 106.40 feet, (11) N. 79° 12' 56" E. 106.89 feet, (12) N. 85° 30' 55" E. 102.31 feet, (13) S. 88° 15' 26" E. 104.24 feet, (14) N. 89° 17' 35" E. 94.82 feet, (15) S. 55° 29' 29" W. 38.83 feet, (16) S. 30° 59' 58" W. 98.91 feet, to the point of beginning, as shown on the plat hereto annexed.

And said party of the first part does by these presents grant unto the party of the second part, its successors and assigns forever, the following rights, easements, servitudes, restrictions, liberties and privileges in, to and upon the two parcels of land owned by said party of the first part and hereinafter more particularly described under the respective designations of Area G and Area H, together with the right to enter upon each of said parcels of land at any and all times hereafter by its officers, servants or agencies for the purpose of using, exercising or enjoying in the most full and ample manner said rights, easements, servitudes, restrictions, liberties and privileges, that is to say:

(1) The right to enter upon said parcels of land herein designated as Area G and Area H and to plant and maintain therein or in any part thereof all trees, shrubs and other plants that the party of the second part, acting through its duly authorized officers or agencies, shall deem necessary, convenient or proper for the protection of the view or outlook over said tracts owned by the party of the first part from the tracts of land owned by the United States and occupied by, or used for the purposes of, the Mt. Vernon Memorial Highway established under the Act of Congress, approved May 23, 1928, c. 719 (45 Stat. 721) and acts amendatory thereof, or for the use and enjoyment of the same; or that may be deemed by said party of the second part, acting as aforesaid, necessary, convenient or proper for the prevention or elimination of any unsightly condition on said parcels of land designated as Area G and Area H that may or will affect the view or outlook over the same from said tract of land owned by the United States and used for said Mt. Vernon Memorial Highway or that may or will impair the use and enjo, sent of the latter.

And in pursuance of the compromise agreement and for the considerations

hereinbefore recited, said party of the first part, to the inten; that the burden of this covenant shall run with said lands owned by said party of the first part, namely, Area G and Area H, and that the benefit thereof shall run with said adjacent tracts of land now owned by said party of the second part and occupied by, or used for the purposes of, said Mt. Vernon Memorial Highway, hereby covenants for itself, its successors and assigns, with the party of the second part, its successors and assigns, that it will not occupy or use said parcels hereinafter described under the designations, respectively, of Area G and Area H, or suffer the same to be occupied or used for any use or purpose interfering with, or inconsistent with, the planting in said tracts or in any part thereof by the party of the second part of all trees, shrubs and other plants that may be deemed by said party of the second part, acting through its duly authorized officers or agencies, necessary, convenient or proper for the protection of the view or outlook over said tracts designated as Area G and Area H from the tract of land owned by the United States and occupied by, or used for the purposes of, said Et. Vernon Memorial Highway, established under the Act of Congress approved May 23, 1928, c. 719 (45. Stat. 721), and acts amendatory thereof, or for the use and enjoyment of the same, or that may be deemed by said party of the second part, acting as aforesaid, necessary, convenient or proper for the prevention or elimination of any unsightly condition on said parcels of land designated as Area G and Area H that may or will affect the view or outlook over the same from said tract of land owned by said party of the second part and used for said Mt. Vernon Memorial Highway or that may or will impair the use and enjoyment of the latter.

(2) In pursuance of the compromise agreement and for the considerations hereinbefore recited, said party of the first part, to the intent that the burden of this covenant shall run with said lands owned by said party of the first party, namely, the parcels of land designated as Area G and Area H, and that the benefit thereof shall run with said adjacent tracts of lend now owned by said party of the second part and occupied by, or used for the purposes of, said Mt. Vernon Memorial Highway, hereby covenants for itself, its successors and assigns, with the party of the second part, its successors and assigns, that no building, structure or sign shall be erected or maintained on said premises unless the plans and specifications showing the nature, kind, shape, height and materials thereof shall have been submitted to the Director of the National Park Service, or such officer or governmental agency as may be established or designated by law for the performance of the same or similar duties, and unless the written consent of said Director of the National Park Service, or the officer or governmental agency succeeding him as aforesaid, shall have been obtained for the construction of such building, structure or sign in any case whatsoever in which such building, structure or sign. constructed or proposed to be constructed, would be visible from the tract of land owned by the United States and occupied by, or used for the purposes of, said Mt. Vernon Memorial Highway.

In the exercise of the rights, easements, servitudes, restrictions, liberties and privileges in and to said two parcels of land, the Director of the National Park Service, or such other officer or governmental agency as may be established or designated by law for the performance of the same or similar duties, will, in the event that any

part of said parcels becomes necessary to the works of the party of the first part, cooperate with the said party of the first part in relocating any planting so as to allow the party of the first part the use of said parcels for its necessary works consistent with the accomplishment of the purpose of objects for which such easements, rights and servitudes have been granted herein for the effective screening of the works of said party of the first part from view from the Nt. Vernon Memorial Highway, provided that the entire expense of said relocating shall be borne by the party of the first part.

The two parcels of land hereinbefore referred to respectively as Area G and Area H in respect of which said party of the first part grants the rights, easements, servitudes, restrictions, liberties and privileges and makes the covenants running with the land hereinbefore set forth are more particularly described as follows:

AREA G. All that tract of land owned by the party of the first part and situated on the northerly shore of the cove of Four Mile Run, more particularly described as follows:

BEGINNING for the same at a point on the northerly boundary line of said parcel bearing N. 83° 24° 0° E. 400 feet along said boundary line from the northeasterly corner of a parcel of land conveyed by Henry R. Norton to the Richmond, Fredericksburg and Potomac Railroad Company by deed recorded among the land records of Arlington County, Virginia, in Liber 234 at Folio 586; thence leaving said northerly boundary line and running (1) S. 5° 40° 44° W. 993.34 feet to the 1932 high tide line of the Potomac River; thence with said 1932 high tide line (2) N. 73° 06° 20° W. 120.09 feet, (3) N. 60° 53° 25° W. 100.72 feet, (4) N. 52° 54° 26° W. 38 feet; thence leaving the 1932 high tide line and running (5) N. 20° 36° 27° E. 941.90 feet to the point of beginning, as shown on the plat hereto annexed.

AREA H. All that tract of land owned by the party of the first part situated on the southerly shore of the cove of Four Wile Run, more particularly described as follows:

BEGINNING for the same at a point on the 1863 high tide shore line of the Potomac River, as defined by United States Coast Survey chart 910a, bearing S. 68° 04' W. 45.73 feet from the beginning of the 22nd line of a quitclaim deed of the Richmond, Fredericksburg and Potomac Railroad Company to the United States of America, recorded among the land records of Arlington County, Virginia, in Liber 314, at Folio 62; thence with said 1863 high tide shore line (1) N. 64° 10' 47" W. 171.65 feet; thence leaving the 1863 line and running (2) S. 30° 11' 22" E. 936.13 feet; thence (3) N. 23° 17' 47" W. 799.59 feet to the point of beginning, as shown on the plat hereto annexed.

And the party of the first part does by these presents remise, release and forever quitclaim unto the party of the second part, the United States of America, its successors and assigns forever, all the estate, right, title and interest, both at law

and in equity, of said party of the first part in and to the following described parcel of land, hereinafter designated as Area J, together with the improvements thereon and the rights, ways, easements and appurtenances thereunto belonging with all real and personal rights, powers, privileges, franchises and immunities now owned, possessed or enjoyed by said party of the first part and specifically including all riparian rights located in Arlington County, State of Virginia, said Area J being more particularly described as follows:

AREA J. All that part of a parcel of land situated at the southerly end of the Philadelphia, Baltimore and Washington Railroad Bridge over the Potomac River; Beginning for the same at a point 120 feet southward from the south abutment of the Philadelphia, Baltimore and Washington Railroad Bridge over the Potomac River, and on the center line of said bridge extended, said point of beginning being also the most northerly corner of a tract of land granted by the Richmond, Fredericksburg and Potomac Railroad to the United States of America for the Mt. Vernon Memorial Highway by deed dated April 1, 1930, and recorded among the land records of Arlington County, Virginia, in Liber 314 at Folio 41; thence with the northerly line of said granted tract (1) S. 75° 27' 51" W. 141.84 feet; thence (2) N. 61° 44' 40" E. 199.90 feet to the center line of the Philadelphia, Baltimore and Washington Railroad; thence with the center line of said railroad (3) N. 33° 59' E. 50.0 feet to the southerly end of the Philadelphia, Baltimore and Washington Railroad Bridge; thence with the 1931 high water shore line of the Potomac River (4) S. 56° Ol' E. 26.30 feet; thence (5) N. 61° 44° 40° E. 20.94 feet; thence (6) N. 72° 02' 30" E. 164.89 feet; thence (7) N. 56° 35' 40" E. 31.94 feet; thence running with the westerly line extended of a parcel of land conveyed by the Michmond, Fredericksburg and Potomac Railroad to the United States of America by deed dated April 1, 1930, and recorded among the land records of Arlington County, Virginia, in Liber 314 at Folio 41, (8) S. 33° 59' W. 345.51 feet to a United States monument; thence with the northeasterly boundary of the above mentioned granted tract (9) along the arc of a circular curve having a radius of 2392 feet and chord bearing N. 38° 17° 37" W. 21.40 feet, an arc distance of 21.40 feet, to a tangent point; thence continuing along said boundary of said granted tract (10) N. 38° 33' W. 135.0 feet to the point of beginning, as shown on the plat hereto annexed; subject to the right hereby reserved by said party of the first part to use said described parcel of land for a railroad right of way in connection with the present or any substituted and in the event of any future relocation of railroad bridge over the Potomac River.

II. The United States of America, party of the second part, does by these pressents remise, release and forever quitclaim unto the Richmond, Fredericksburg and Potomac Railroad Company, party of the first part, its successors and assigns forever. for railroad purposes only all right, title, interest and estate thatsoever, both at law and in equity, of said party of the second part in or to the two following parcels or tracts of land hereinafter designated respectively as Area 1 and Area 2, together with the improvements thereon and the rights, ways, easements and appurtenances thereunto belonging located in part in Arlington County, Virginia, and in part (according to the claim of the United States) in the District of Columbia, and more particularly described as follows:

AREA 1. An easement or right of way for railroad purposes in that tract of land and made land used for that part of the Richmond, Fredericksburg and Potomac Railroad Company's right of way 50 feet wide along the Jefferson Davis Highway within the metes and bounds and described as follows:

BEGINNING for the same at a point on the northwesterly side of that part of the right of way conveyed by the Alexandria and Washington Turnpike Company to the Alexandria and Washington Railroad Company by deed recorded among the land records of Arlington County. Virginia, in Liber Q No. 3 at Folio 558 where the same is intersected by the easterly line extended of the parcel of land conveyed by William M. Lewin, Trustee, to the United States of America and recorded among the land records of Arlington County, Virginia, in Liber 111 at Folio 56; running thence with last mentioned line extended (1) S. 18° 17' 20" W. 88.805 feet to a point on the southeasterly side of said railroad right of way; thence with said southeasterly side (2) S. 52° 33' 20" W. 632.42 feet to a point of curve; thence (3) with the arc of a circular curve having a radius of 1860 feet and chord bearing S. 48° 53' 02" W. 238.22 feet an arc distance of 238.38 feet to a point on the 1863 high tide shore line of the Potomac River as defined by United States Coast Survey chart 910a; thence leaving the southeasterly side of said right of way and running with said 1863 high tide shore line (4) N. 6° 48' 50" W. 62.93 feet to the northwesterly side of said right of way; thence (5) with said northwesterly side along the arc of a circular curve having a radius of 1910 feet and chord bearing N. 49° 27' 53" E. 205.97 feet an arc distance of 206.07 feet to end of curve; thence (6) N. 52° 33' 20" E. 705.81 feet to the point of beginning, as shown on the rlat hereto annexed; said parcel or tract to be used solely for the construction. maintenance and operation of railroad tracks and ways by said party of the first part, its successors and assigns, and in the event that said railroad use of Area 1 is abandoned or said Area 1 is used for any other purpose, the easement or right of way hereby granted shall cease and determine and said Area 1 in its entirety shall be added to and become and thereafter forever form part and parcel of the Jefferson Davis Highway.

AREA 2. An easement or right of way for railroad purposes in all that

area or tract of land, marsh land and made land now occupied and used for the main line tracks of the Richmond, Fredericksburg and Potomac Railroad Company within the metes and bounds and described as follows:

BEGINNING for the same at a point on the 1863 high tide shore line of the Potomac River as defined by United States Survey Chart 910a, said point being also on the easterly line of a parcel described in a deed from Robert R. Dye and others to the Richmond, Fredericksburg and Potomac Railroad Company recorded among the land records of Arlington County, Virginia, in Liber 323 at Folio 8; running thence with said 1863 high tide shore line (1) N. 35° 20' 30" W. 192.92 feet; (2) N. 47° 35' 20° W. 47.24 feet to the westerly side of the right of way, 225 feet wide, of the main line of the Richmond, Fredericksburg and Potomac Railroad Company; thence running with said westerly line (3) along the arc of a circular curve having a radius of 5804.65 feet and chord bearing 8. 26° 29' 43" W. 1268.19 feet an arc distance of 1270.73 feet to the most southerly corner of the parcel of land conveyed by William P. Cullinane to Mary E. Cullinane by deed recorded among the land records of Arlington County, Virginia, in Liber 312 at Folio 335; thence with the southerly line of said parcel (4) N. 49° 21' 51" W. 26.66 feet to the northeasterly corner of a parcel belonging to the Warren Dudley Coal Company; thence with the easterly line thereof (5) along the arc of a circular curve having a radius of 5829.65 feet and chord bearing S. 19° 39' 37" W. 133.28 feet and an arc distance of 133.29 feet to a point on the 1863 high tide line; thence leaving the eastern line of Warren Dudley Coal Company and ru.ming with the 1863 high tide line the four following courses and distances (6) S. 21° 33' 50" E. 196.20 feet; (7) S. 25° 14' 30" E. 115.28 feet; (8) S. 39° 26' 30" E. 199.40 feet; (9) S. 43° 27' 50" E. 68.39 feet; thence leaving the 1863 high time line and running (10) N. 3° 21' 47" E. 504.61 feet; (11) N. 19° 19' 10" W. 80 feet to a point on a circular curve; thence (12) with said curve having a radius of 5579.65 feet and chord bearing N. 26° 24' 22" E. 1077.48 feet an arc distance of 1079.16 feet to the point of beginning. as shown on the plat hereto annexed; said parcel or tract to be used solely for the construction, maintenance and operation of railroad tracks and ways by said party of the first part, its successors and assigns, and in the event that said railroad use of Area 2 is abandoned or said Area 2 is used for any other purpose, the easement or right of way hereby granted shall cease and determine and said Area 2 revert to said party of the second part.

And in pursuance of the compromise agreement and for the considerations hereinbefore recited, said party of the first part, to the intent that the burden of this covenant may run with the lands hereby quitclaimed under the respective designations of Area 1 and Area 2 and that the benefit thereof shall run with the adjacent lands wheel by said party of the second part and the lands by this indenture conveyed or quitclaimed to said party of the second part by said party of the first part, hereby covenants for itself, its successors and assigns, with said party of the second part, the United States of America, its successors and assigns, that said party of the first part, Richmond, Fredericksburg and Potomac Railroad Company, its successors and assigns, will not use either of said parcels or tracts of land for any other purpose than the construction, maintenance and operation of railroad tracks and ways.

And said party of the second part does by these presents remise, release and forever quitclaim unto said party of the first part, its successors and assigns forever, for the purposes and subject to the restrictions, covenants and conditions hereinafter set forth, all right, title, interest and estate whatsoever, both at law and in equity, of said party of the second part in or to the land, marsh land, made land and land under water hereinafter described under the designation of Area 3, together with the improvements thereon and the rights, ways, easements and appurtenances thereunto belonging located below the original high water line of that part of the Potomac River known as the cove of Four Mile Run in the District of Columbia, and more particularly described as follows:

AREA 3. All that area or tract of land, marsh land and land under water described by motes and bounds as follows: BEGINNING for the same at the end of the two following courses and distances from the beginning of the 22nd line of quitclaim deed by the Richmond, Fredericksburg and Potomac Railroad Company to the United States of America and recorded in the land records of Arlington County, Virginia, in Liber 314 at Folio 62, S. 68° 04' W. 45.73 feet, N. 64° 10' 47" W. 171.65 feet to the beginning point of the parcel hereby conveyed, said beginning point being also on the 1863 high tide shore line as defined by United States Coast Survey Chart 910a; and running thence with said 1863 high tide line the nine following courses and distances, (1) N. 88° 38' 10" W. 210.06 feet; (2) N. 73° 34' 14" W. 406.60 feet; (3) S. 63° 26' 06" W. 212.43 feet; (4) S. 8° 44' 46" W. 65.76 feet; (5) S. 25° Ol' Ol" E. 82.76 feet; (6) S. 32° 28' 16" W. 65.19 feet; (7) N. 47° 43' 35" W. 74.33 feet; (8) S. 26° 33' 54" W. 89.44 feet; (9) S. 34° 48' 30" W. 175.52 feet, to a point on the easterly boundary of the Washington-Alexandria Turnpike 50 feet wide now known as U. S. Route 1; thence with the easterly boundary thereof (10) N. 5° 45' 38" W. 1555.25 feet to a point on the 1863 high tide shore line; thence with said high tide line the five following courses and distances (11) N. 46° 36' 49" E. 89.85 feet; (12) N. 34° 53' 36" E. 237.74 feet; (13) N. 57° 46' 16" E. 271.89 feet; (14) N. 42° 08' 15" E. 141.60 feet; (15) N. 80° 23' 41" E. 59.69 feet to a point on the 1932 high tide line of the Potomac River; thence with the 1932 high tide line the five following courses and distances (16) N. 75° 33' E. 218.05 feet; (17) N. 79° 17' 42" E. 127.21 feet;

(18) S. 68° 18' 18" E. 100.09 feet; (19) S. 76° 37' 59" E. 103.81 feet; (20) S. 52° 54' 26" E. 65.80 feet, to a point of curve; thence (21) with the arc of said curve having a radius of 2473.06 feet and chord bearing S. 0° 31' 47" W. 1697.98 feet, an arc distance of 1733.24 feet to the point of beginning, as shown on the plat hereto annexed; said area or tract or land and land under water hereby quitclaimed to be used by said Richmond, Fredericksburg and Potomac Railroad Company, its successors and assigns, solely for the construction, maintenance and operation of its main line railroad tracks and ways and a freight yard in connection therewith.

And in pursuance of the compromise agreement and for the considerations hereinbefore recited said party of the first part, to the intent that the burden of this covenant may run with the lands hereby quitclaimed to it under the designation of Area 3 and that the benefit thereof shall run with the adjacent lands owned by said party of the second part and the lands by this indenture conveyed or quitclaimed to said party of the second part by said party of the first part, hereby covenants for itself, its successors and assigns, with the United States of America, said party of the second part, its successors and assigns, that it will not use said area or tract of land, marsh land and land under water hereinabove quitclaimed to it under the designation of Area 3 for any other purpose than the construction, maintenance and operation by it of its main line railroad tracks and ways and a freight yard in connection therewith; and that said Richmond, Fredericksburg and Potomac Railroad Company will begin the construction of any filling in said Area 3 only at the eastern edge of said area and in order to permit the planting by the party of the second part on Area 6, hereinafter described, will complete the eastern portion of said fill before filling or beginning to fill the remainder of said Area 3 and will not fill in such remainder until such planting on Area 6 shall have been completed.

And said party of the second part does by these presents remise, release and forever quitclaim unto said party of the first part, its successors and assigns forever, subject to the restrictions, covenants and conditions hereinafter set forth, all right, title, interest and estate, whatsoever, both at law and in equity, of said party of the second part in and to the land, marsh land and made land hereinafter described under the designation of Area 4 and Area 5, together with the improvements thereon and the rights, ways, easements and appurtenances thereunto belonging located in part in Arlington County, Virginia, and in part below the original high water line of that part of the Potomac River commonly called Roaches Run in the District of Columbia and more particularly described as follows:

AREA 4. Part of the land within the line of the old Alexandria and Washington Turnpike 100 feet wide and part of that parcel of land conveyed by R. Thomas Robinson to the Washington Southern Railway Company by deed recorded among the land record: of Arlington County, Virginia, in Liber 122 at Folio 477, and more particularly described for said Area 4 in one parcel as follows:

BEGINNING for the same on the westerly boundary of said Railroad

Company's parcel and running thence with the westerly boundary thereof (1) S. 18° 17' 20" W. 161.56 feet to the most southerly corner thereof; thence continuing the same course (2) b. 18° 17' 20" W. 177.61 feet to a point on the southeasterly boundary of the old Alexandria and Washington Turnpike 100 feet wide; then crossing said turnpike (3) N. 33° 06' 25" E. 300.29 feet to a point on the northeasterly side; thence leaving the turnpike and running (4) N. 39° 14' 32" W. 91.01 feet to the point of beginning, as shown on the plat hereto annexed;

AREA 5. All that tract of land, marsh land and made land formerly

being part of the bed of that part of the Potomac River called Roaches Run or Shallow Bay included within the following metes and bounds and more particularly described as follows: BEGINNING for the same at a point on the southeasterly side of the old Alexandria and Washington Turnpike 100 feet wide, bearing S. 18° 17' 20" W. 177.61 feet from the most southerly corner of a parcel of land conveyed by R. Thomas Robinson to the Washington Southern Railway Company by deed recorded among the land records of Arlington County, Virginia, in Liber 122 at Folio 477, said point of beginning being also on the 1863 high tide shore line of the Potomac River as defined by United States Coast Survey chart 910a; running thence with said 1863 high tide line (1) S. 67° 40' 35" E. 223.91 feet; (2) S. 47° 35° 20° E. 175.53 feet to a point on the westerly boundary of the main line right of way 225 feet wide of the Richmond, Fredericksburg and Potomac Railroad Company; thence with said boundary (3) on the arc of a circular curve having a radius of 5804.65 feet and chord bearing S. 280 14: 17" W. 916.80 feet an arc distance cf 917.78 feet; thence leaving said westerly boundary of the railroad right of way and running (4) N. 21° 08' 40" W. 51.48 feet; (5) N. 51° 46' 40" W. 101 feet; (6) N. 36° 25' W. 102.1 feet; (7) N. 35° 10' 10" W. 304.25 feet; (8) N. 68° 32' 10" W. 88.25 feet; (9) N. 76° 38' 30" W. 135.97 feet to a point on the southeasterly boundary of the old Alexandria and Washington Turnpike 100 feet wide; thence with said southeasterly boundary (10) along the arc of a circular curve having a radius of 1860 feet and chord bearing N. 49° 39' 45" E. 187.75 feet an arc distance of 187.85 feet to end of curve; thence (11) N. 52° 33° 20" E. 632.42 feet to the point of beginning, as shown on the plat hereto annexed;

said lands, marsh lands and made lands hereinbefore described under the designation of Area 4 and Area 5 shall be subject to the restrictions hereinafter specified; and in pursuance of the compromise agreement and for the considerations hereinbefore recited said party of the first part, to the intent that the burden of this covenant may run with the lands, marsh lands and made lands hereby quitclaimed under the respective designations of Area 4 and Area 5 and that the benefit thereof shall run with the

a de la composición dela composición de la composición de la composición de la composición dela composición de la composición de la composición dela composición dela composición de la composición de la composición dela composición dela

adjacent lands owned by said party of the second part and the lands by this indenture conveyed or quitclaimed to said party of the second part by said party of the first part, hereby covenants for itself, its successors and assign., with said party of the second part, the United States of America. its successors and assigns, as follows:

- (1) No building or structure shall be erected, altered, raised or repaired at any time upon said tracts of land hereinbefore respectively designated as Area 4 and Area 5, or any part of the same, so that any part of such building or structure shall exceed 60 feet in height above the level of the pavement on the Virginia approach to the Highway Bridge over the Potomac at the point where the Rosslyn Connecting Railway crosses the said highway of said approach, without the prior written consent and approval in each instance of the National Capital Park and Planning Commission;
- (2) No part of the tracts of land hereinbefore respectively designated as Area 4 and Area 5 and no building or structure on any part of said tracts shall at any time be used, nor will the party of the second part, its successors and assigns, permit the same, or any part of the same, to be used without the prior written consent and approval in each instance of the National Capital Park and Planning Commission for any of the following uses or purposes: abattoirs, acetylene gas manufacture, ammonia bleaching powder or chlorine manufacture, arsenal asphalt manufacture or refining, blast furnaces, boiler works, brick, tile or terra cotta or clay products manufacture, celluloid manufacture, coke ovens, creosote treatment or manufacture, emery cloth or sand paper manufacture, disinfectants manufacture, distillation of bones, coal or wood, forge plant, glucose, dextrine or starch manufacture, dyestuffs manufacture, exterminator and insect poison manufacture, fertilizer manufacture, gas (illuminating or heating) manufacture, iron, steel, brass or copper foundry, lamp/black manufacture, oilcloth or linoleum manufacture, oiled, rubber or leather goods manufacture, nitrating process, paint, oil, shellac, varnish or turpentine manufacture, any tanks above ground for the storage of gasoline of any capacity, and fuel oil; paper manufacture, petroleum products refining, or wholesale storage of petroleum, printing ink manufacture, rock crushers, rolling mills, rubber caoutchouc or gutta-percha manufacture or treatment from crude or scrap material or the manufacture of articles therefrom; salt works, sauer kraut manufacture, sausage manufacture, shipyards, shoe blacking manufacture, soap manufacture, soda manufacture, stove polish manufacture, stone mill or quarry, storage or baling of scrap paper, iron, bottles, rags or junk, tar or coal-tar manufacture or distillation, tar or asphalt roofing or water-proofing manufacture, tobacco (chewing) manufacture, vinegar manufacture, wool pulling and scouring, yeast plant, fat rendering or tallow grease or lard refining, or manufacture of candles from fats, and in general any use which may be obnoxious or offensive by reason of the emission of odor, dust. smoke, gas or noise.

And said party of the second part does by these presents remise, release and forever quitclaim unto said party of the first part, its successors and assigns forever, for railroad purposes and subject to the easements, restrictions and covenants hereinafter set forth, all right, title, interest and estate whatsoever, both at law and in equity, of said party of the second part in or to the land, marsh land, made land and

land under water hereinafter described under the designations of Arsa 6, Area 7 and Area 8, together with the improvements thereon and the rights, ways, easements and appurtenances thereunto belonging, located in part in Arlington County, Virginia, and in part in the District of Columbia below the original high water line of that part of the Potomac River known as the cove of Four Mile Run, and more particularly described as follows:

AREA 6. All that tract of land, marsh land and land under water

being part of the bed of that part of the Potomac River known as the cove of Four Mile Run contained within the metes and bounds, and more particularly described as follows: BEGINNING for the same at a point on the 1863 high tide shore line of the Potomac River as defined by United States Coast Survey chart 910a, bearing S. 68° 04' W. 45.73 feet from the beginning of the 22nd line of a quitclaim deed by the Richmond, Fredericksburg and Potomac Railroad Company to the United States of America and recorded among the land records of Arlington County, Virginia, in Liber 314 at Folio 62; thence with said 1863 high tide shore line (1) N. 64° 10' 47" W. 171.65 feet; thence leaving said 1863 high tide line and running (2) with the arc of a circular curve having a radius of 2473.06 feet and chord bearing N. 0° 31' 47" E. 1697.98 feet an arc distance of 1733.24 feet to a point on the 1932 high tide line of the Potomac River; thence with said 1932 high tide line (3) S. 52° 54' 26" E. 38 feet; (4) S. 60° 53' 25" E. 100.72 feet; (5) S. 73° 06' 20 E. 120.09 feet; thence leaving the 1932 high tide line and running (6) S. 5° 40' 44" W. 1100 feet to a point of curve, thence (7) with the arc of a circular curve having a radius of 2302.75 feet and chord bearing 5. 1° 26' 55" E. 571.44 feet an arc distance of 572.92 feet to the point of beginning, as shown on the plat hereto annexed;

AREA 7. An easement or right of way for tracks and ways of the Richmond, Fredericksburg and Potomac Railroad Company in that tract or parcel of land situated at the southerly end of the Philadelphia, Baltimore and Washington Railroad Bridge over the Potomac River, and more particularly described as follows:

BEGINNING at the northwesterly corner of a tract of land conveyed by the Richmond, Fredericksburg and Potomac Railroad Company to the United States for the Mt. Vernon Memorial Highway by deed dated April 1, 1930, recorded among the land records of Arlington County, Virginia, in Liber 314 at Folio 41; thence with the northwesterly line of said granted tract extended (1) N. 33° 59° E. 250.0 feet to the high water shore line of the Potomac River; thence running with said shore line (2) S. 42° 04° 35° E. 95.94 feet to the center line of the Philadelphia, Baltimore and Washington Railroad Bridge over the Potomac River at its southerly end; thence with the center line of said bridge extended

(3) S. 33° 59' W. 50.0 feet; thence leaving said center line and running (4) S. 61° 44' 40" W. 199.90 feet to the point of beginning, as shown on the plat hereto annexed; and also AREA 8. An easement or right of way for the tracks of the Richmond, Fredericksburg and Potomac Railroad Company in and over that tract of land, marsh land, made land and land under water within the metes and bounds and more particularly described as follows: BEGINNING for the same at a point on the easterly line of a parcel of land or land under water described in a certain deed from Robert R. Dye and others to the Richmond, Fredericksburg and Potomac Railroad Company recorded among the land records of Arlington County, Virginia, in Liber 323 at Folio 8, said point of beginning being distant 899.16 feet along the arc of a circular curve with a radius of 5579.65 feet and having a chord bearing S. 27° 19' 49" W. 898.19 feet from the 1863 high tide shore line of the Potomac River on the northerly side of that part of the Potomac River commonly called Roaches Run as defined by United States Coast Survey chart 910a; thence with the aforementioned easterly line of parcel described in said deed from Robert R. Dye and others, (1) along the arc of a circular curve having a radius of 5579.65 feet and chord bearing S. 21° 47' 22" W. 180 feet an arc distance of 180 feet to the northerly line of a parcel of land conveyed by Mary E. Cullinane et al to the Richmond, Fredericksburg and Potomac Railroad Company by deed recorded among the land records of Arlington County, Virginia, in Liber 228 at Folio 560; thence with said northerly line (2) S. 19º 19' 10" E. 80 feet; thence leaving said northerly line and running (3) N. 9° 26' 29" E. 245.97 feet to the point of beginning, as shown on the plat hereto annexed; and in the event that said railroad use of Area 7 and Area 8, or either of them, is abandoned or if said Area 7 and Area 8, o. either of them, is used for any other purpose, the easement or right of way hereby granted shall cease and determine and said areas shall, respectively, revert to said party of the second part.

assigns forever, the right to enter upon said parcels of land herein designated as Area 6, Area 7 and Area 8 and plant and maintain therein or in any part thereof all trees, shrubs and other plants that said party of the second part, acting through its duly authorized officers or agencies, shall deem necessary, convenient or proper for the protection of the view or outlook over said tracks from the tracts of land owned by the United States and occupied by, or used for the purposes of, the Mt. Vernon Memorial Highway established under the Act of Congress approved May 23, 1928, c. 719 and acts amendatory thereof, or from other adjacent lands owned by the United States, or for the use and enjoyment of the same; or that may be deemed by said party of the second part, acting as aforesaid, necessary, convenient or proper for the revention or elimination of any unsightly condition on said parcels of land designated as Area 6, Area 7 and Area 8 that may or will affect the view or outlook over the same from said tract of land

owned by the United States and used for said Mt. Vernon Memorial Highway or from other adjacent lands owned by the United States; or that may or will impair the use and enjoyment of said lands of the United States; and also the right that no building, structure or sign shall be constructed and to prevent the construction of any building, structure or sign, upon said Area 6, Area 7 and Area 8, or any part thereof, that would be visible from the tract of land owned by the United States and occupied by, or used for, said Mt. Vernon Memorial Highway, or from adjacent lands owned by the United States after the planting of said parcels designated as Area 6, Area 7 and Area 8 as herein provided shall have been completed unless the written consent of the Director of the National Park Service, or such officer or agency as may be established or designated by law for the performance of the same or similar duties, shall first have been obtained.

It is covenanted and agreed between the parties hereto that as to Area 7 and Area 8 the planting thereon as herein provided for the purpose of screening the Mt. Vernon Memorial Highway shall not prevent the use thereof as a right of way for tracks of the party of the first part and that in the event that the party of the first part deems it necessary in its use and enjoyment of Area 6 to relocate planting, the Director of the National Park Service, or such other officer or governmental agency as may be established or designated by law for the performance of the same or similar duties, will cooperate with said party of the first part in relocating any planting so as to allow the party of the first part the use of said parcel, Area 6, for its necessary works consistent with the accomplishment of the purpose and objects for which such easements, rights and servitudes have been reserved herein for the effective screening of the works of the said party of the first part from view from the Mt. Vernon Memorial Highway, provided that the entire expense of said relocating shall be borne by the party of the first part.

And in pursuance of the compromise agreement and for the considerations hereinbefore recited said party of the first part, to the intent that the burden of this covenant shall run with said lands hereinbefore described as Area 6, Area 7 and Area 8, respectively, and the estate, right and interest therein hereby conveyed to said party of the first part and that the benefit of this covenant shall run with the lands owned by the party of the second part and occupied by, or used for the purposes of, said Mt. Vernon Memorial Highway and the adjacent lands retained by said par y of the second part and the lands in this indenture conveyed or quitclaimed to said party of the second part by said party of the first part, hereby covenants for itself, its successors and assigns, with said party of the second part, its successors and assigns, to the same tenor, purpose and effect in respect of said Area 6, Area 7 and Area 8 as it has hereinbefore covenanted with respect to Area G and Area H and said covenants in respect of said Area G and Area H are intended to and shall operate in respect of said Area 6, Area 7 and Area 8 and bind the same as covenants running with the land in the same manner and to the same effect and as fully in all respects as if said covenants were here again expressly and in terms repeated and set forth with respect to said Area 6, Area 7 and Area 8 and shall be forever hereafter enforceable by the party of the second part, its successors and assigns, against the owners of said Area 6, Area 7 and Area 8, respectively.

III. That the party of the third part, the CENTRAL HANOVER BANK AND TRUST COMPANY, formerly Central Trust Company of New York, Trustee under the Consolidated Gold Mortgage of the Richmond, Fredericksburg and Potomac Railroad Company, dated April 1, 1890, hereby joins in this indenture for the purpose of releasing and discharging from the lien of said mortgage or deed of trust all and singular the parcels and tracts of land hereinbefore conveyed or remised, released and quit-claimed by the party of the first part to the party of the second part, and to the end that the easements, restrictions and covenants running with the land created and imposed by said party of the first part upon the lands owned by it and described as Areas G and H and upon all and singular the tracts of land remised, released and quitclaimed to said party of the first part by said party of the second part, shall bind said lands notwithstanding, and in priority to, the lien of said mortgage or deed of trust and for the purposes stated said trustee does hereby release and discharge from the lien of said mortgage or deed of trust, all of its interest as such trustee in the property hereinbefore conveyed or quitclaimed by said party of the first part to said party of the second part and its interest in said Areas G and H and its interest in said lands guitclaimed by said party of the second part to said party of the first part, in so far as may be necessary to permit and misure that the easements, restrictions and covenants imposed upon said Areas G and H and said last mentioned quit-claimed lands may and shall bind the same in like manner and to the same effect as if said casements, restrictions and covenants had been made or created prior to the making of said mortgage or deed of trust.

That the party of the fourth part, the CENTRAL HANOVER BANK AND TRUST COMPANY, formerly Central Trust Company of New York, Trustee under the General Gold Mortgage of the Richmond, Fredericksburg and Potomac Railroad Company, dated April 1, 1903, hereby joins in this indenture for the purpose of releasing and discharging from the lien of said mortgage or deed of trust all and singular the parcels and tracts of land hereinbefore conveyed or remised, released and quitclaimed by the party of the first part to the party of the second part, and to the end that the easements, restrictions and covenants running with the land created and imposed by said party of the first part upon the lands owned by it and described as Areas G and H and upon all and singular the tracts of land remised, released and quit laimed to said party of the first part by said party of the second part, shall bind said lands notwithstanding, and in priority to, the lien of said mortgage or deed of trust and to that end said trustee hereby releases and discharges from the lien of said mortgage or deed of trust, all of its interest as such trustee in the property hereinbefore conveyed or quitclaimed by said party of the first part to said party of the second part and its interest in said Areas G and H and its interest in said lands quitclaimed by said party of the second part to said party of the first part, in so far as may be necessary to permit and insure that the easements, restrictions and covenants imposed upon said Areas G and H and said last mentioned quitclaimed lands may and shall bind the same in like manner and to the same effect as if said easement, restrictions and covenants had been made or created prior to the making of said mortgage or deed of trust.

That the party of the fifth part, the SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE, MARYLAND, Trustee under the First Gold Mortgage of the Washington Southern

Railway Company, dated June 1, 1903, hereby joins in this indenture for the purpose of releasing and discharging from the lien of said mortgage or deed of trust all and singular the parcels and tracts of land hereinbefore conveyed or remised, released and quitclaimed by the party of the first part to the party of the second part, and to the end that the easements, restrictions and covenants running with the land created and imposed by said party of the first part upon the lands owned by it and described as Areas G and H and upon all and singular the tracts of land remised, released and quitclaimed to said party of the first part by said party of the second part, shall bind said lands notwithstanding, and in priority to, the lien of said mortgage or deed of trust, and for the purposes stated said trustee does hereby release and discharge from the lien of said mortgage or deed of trust, all of its interest as such trustee in the property hereinbefore conveyed or quitclaimed by said party of the first part to said party of the second part and its interest in said Areas G and H and its interest in said lands quitclaimed by said party of the second part to said party of the first part, in so far as may be necessary to permit and insure that the easements, restrictions and covenants imposed upon said Areas G and H and said last mentioned quitclaimed lands may and shall bind the same in like manner and to the same effect as if said easements, restrictions and covenants had been made or created prior to the making of said mortgage or deed of trust.

And the said Richmond, Fredericksburg and Potomac Railroad Company does appoint Norman Call, President of said corporation, its true and lawful attorney to acknowledge these presents as its act and deed.

And the said Central Hanover Bank and Trust Company, formerly Central Trust Company of New York, Trustee under deed of trust or mortgage of April 1, 1890, does appoint F. Wolfe, Vice President of said corporation, its true and lawful attorney to acknowledge these presents as its act and deed.

And the said Central Hanover Bank and Trust Company, formerly Central Trust Company of New York, Trustee under the deed of trust or mortgage of April 1, 1903, does appoint F. Wolfe, Vice President of said corporation, its true and lawful attorney to acknowledge these presents as its act and deed.

And the said Safe Deposit and Trust Company of Baltimore, Maryland, Trustee under deed of trust or mortgrie of June 1, 1903, does appoint G. B. CAMMIE, Vice President of said corporation, its true and lawful attorney to acknowledge these presents as its act and deed.

IN WITNESS WHEREOF, the parties of the first, third, fourth and fifth part hereto have caused these presents to be signed with their respective corporate names by their respective presidents or vice presidents and their respective corporate seals to be hereto affixed and attested by their respective secretaries or assistant secretaries, and the party of the second part, the United States of America, has caused these presents to be executed and signed on its behalf by Harold L. Ickes, Secretary of the Interior, pursuant to the authority of the Act of Congress approved June 4, 1934, c. 375 (48 Stat. 836) under the seal of the Department of the Interior, the day, month and year first above written.

CORPORATE SEAL

RICHMOND, FREDERICKSBURG AND POTOMAC RAILFOAD COMPANY

W. P. TERRY

ATTESTE

Secretary.

BY: NORMAN CALL President.

T2-

tv

and

be

iof

quit-

f the

and

a or

of

by

nbe-

upon

racts

rty

.ien

118-

rst

the

37-

aking

CORPORATE SEAL

ATTEST:

J. T. HARRIGAN Asst. Secretary.

CORPORATE SEAL

ATTEST:

J. T. HARRIGAN Asst. Fectatary.

CORPORATE SEAL

ATTEST:

J. W. BOSLEY Asst. Secretary.

S E A L, Department of the Interior.

ATTEST:

FLOYD E. DOTSON Chief Clerk.

STATE OF VIRGINIA:

CITY OF RICHMOND: to-wit:

CRNTRAL HIMOVER BANK AND TRUST COMPANY, formerly Central Trust Company of New York, Trustee under deed of trust or mortgage of April 1, 1890.

BY: F. WOLFE Vice President.

CENTRAL HANOVER BANK AND TRUST COMPANY, formerly Central Trust Company of New York, Trustee under deed of trust or mortgage of April 1, 1903.

BY: F. WOLFE Vice President.

SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE, MARYLAND, Trustee under deed of trust or mortgage of June 1, 1903.

BY: G. B. GAMMIE Vice President.

THE UNITED STATES OF AMERICA

BY: HAHOLD L. ICKES Secretary of the Interior.

I, H. S. WOOD, a Notary Public in and for the State of Virginia, City of Richmond, do certify that NORMAN CALL, President, and W. P. TERRY, Secretary, of the Richmond, Fredericksburg and Potomac Railroad Company, whose names are signed to the foregoing and annexed writing bearing date on the 12th day of February, 1938, the said NORMAN CALL, being also personally known to me to be the person named as attorney-in-fact of said Richmond, Fredericksburg and Potomac Railroad Company, in the foregoing instrument bearing date the said 12th day of February, 1938, and hereto annexed to acknowledge the same, have severally acknowledged the same before me in my state and city aforesaid as the act and deed of the Richmond, Fredericksburg and Potomac Railroad Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of February, 1938.

SEAL

H. S. WOOD Notary Public. My Commission expires September 23, 1941.

STATE OF NEW YORK:

COUNTY OF NEW YORK: to-wit:

I, E. F. RYAN, a Notary Public in and for the State of New York, County of New York, do certify that F. WOLFE, Vice President, and J. T. HARRIGAN, Asst. Secretary, of CENTRAL HANOVER BANK AND TRUST COMPANY, formerly Central Trust Company of New York, Trustee under deed of trust or mortgage of April 1, 1890, whose names are signed to the foregoing and annexed writing bearing date on the 12th day of February, 1933, and F. WOLFE, who is personally well known to me to be the person named as attorney-in-fact of the Central Hanover Bank and Trust Company, formerly Central Trust Company of New York, Trustee under deed of trust or mortgage of April 1, 1890, the corporation grantor in the foregoing and annexed deed, bearing date on the 12th day of February, 1938, personally

appeared before me in said state and county, and by wirtue of the authority thereby conferred upon them, acknowledged the same to be the act and deed of the Central Hanover Bank and Trust Company, formerly Central Trust Company of New York.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 17th day of March, 1938.

SEAL

E. F. RYAN Notary Public.

My commission expires March 30, 1939.

E. F. RYAN
Motary Public
Nassau Co. No. 2152
Ctf. filed N. Y. Co. No. 987, Reg. No. 98592
Term expires March 30, 1939.

STATE OF NEW YORK:

COUNTY OF NEW YORK: to-wit:

I, E. F. RYAM, a Notary Public in and for the State of New York, County of New York, do certify that F. WOLFE, Vice President, and J. T. HARRIGAN, Asst. Secretary, of CENTRAL HANOVER BANK AND TRUST COMPANY, formerly Central Trust Company of New York, Trustee under deed of trust or mortgage of April 1, 1903, whose names are signed to the foregoing and amexed writing bearing date on the 12th day of February, 1938, and F. WOLFE, who is personally well known to me to be the person named as attorney-in-fact of the Central Hanover Bank and Trust Company, formerly Central Trust Company of New York, Trustee under deed of trust or mortgage of April 1, 1903, the corporation grantor in the foregoing and annexed deed, bearing date on the 12th day of February, 1938, personally appeared before me in said state and county, and by virtue of the authority thereby conferred upon them, acknowledged the same to be the act and deed of the Central Hanover Bank and Trust Company, formerly Central Trust Company of New York.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 17th day of March, 1938.

SEAL

1.

E. F. RYAN Notary Public

My commission expires March 30, 1939.

E. F. RYAN
Notary Public
Nassau Co. No. 2152
Ctf. filed N. Y. Co. No. 987, Reg. No. 98592
Term expires March 30, 1939.

STATE OF MARYLAND:

CITY OF BALTIMORE: to-wit:

I, EDGAR H. CROMWELL, a Notary Public in and for the State of Maryland, City of Baltimore, do certify that G. B. GAMNIE, Vice President, and J. W. BOSLEY, Asst. Secretary of SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE, MARYLAND, Trustee under deed of trust or mortgage of June 1, 1903, whose names are signed to the foregoing and annexed writing bearing date on the 12th day of February, 1938, and G. B. GAMMIE, who is personally well known to me to be the person named as attorney-in-fact of the Safe

Deposit and Trust Company of Baltimore, Maryland, Trustee under deed of trust or mortgage of June 1, 1903, the corporation grantor in the foregoing and annexed deed, bearing date on the 12th day of February, 1938, personally appeared before me in said state and city, and by virtue of the authority thereby conferred upon them, acknowledged

the same to be the act and deed of the Safe Deposit and Trust Company of Baltimore, Maryland.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 3rd day of March, 1938.

EDGAR H. CROMWELL Notary Public

My Commission expires May 1, 1939.

DISTRICT OF COLUMBIA SS:

SEAL

I, GLENN D. THOMPSON, a Motary Public in and for the District of Columbia, do hereby certify that HAROLD L. ICKES, Secretary of the Interior of the United States of America, party to a certain deed bearing date on the 12th day of February, 1938, and hereto annexed, personally appeared before me in said District, the said HAROLD L. ICKES being personally well known to me as the person who executed the said deed as Secretary of the Interior of the United States of America and acknowledged the same to be as well his deed as the deed of the United States of America executed by him as the Secretary of the Interior of the United States o. America under the authority of the Act of Congress approved June 4, 1934, Chapter 375.

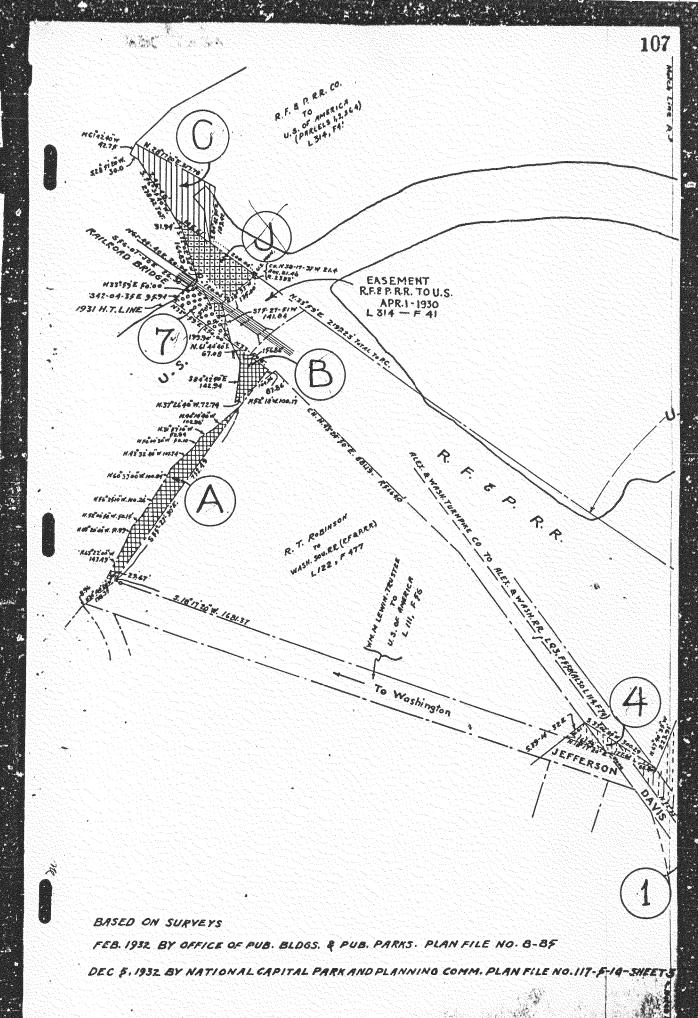
Given under my hand and seal this 12 day of February, 1938.

GLENN D. THOMPSON

Notary Public D. C.

SEAL

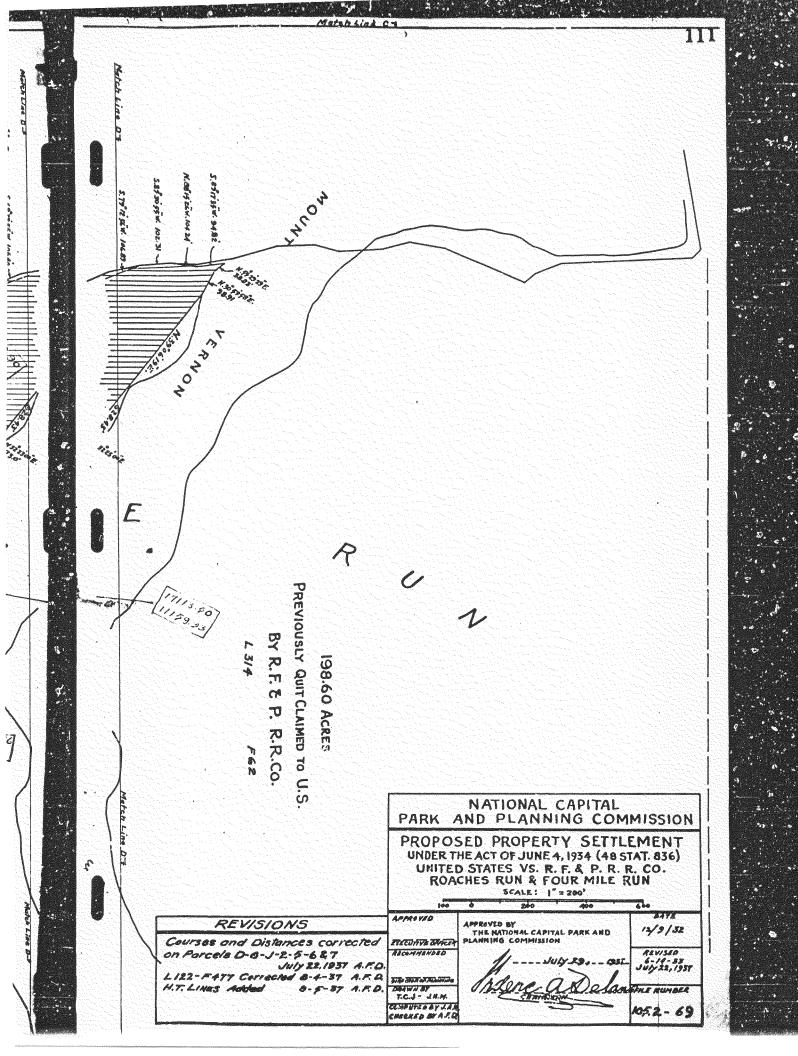
0 0 d 0 0 AREA IN DISPUTE EASEMENT EASEMENT TORR TO U.S. SUBJECT TO RR. EASEMENT. **邓 邓** R.R. SUBJECT 70 70 SUBJECT FOR R. R. PURPOSES Z QUIT CLAIM ರ TO RESTRICTIONS CS TO EASEMENT



dged

10

L.



70

Approved: 8/27th/38. C. L. KINNIEH, Co. Engr.

RECEIVED FOR RECORD on the 12 day of April A. D., 1938 at 11:30 A. M. and recorded in Liber No. 7215 folio 333 et seq., one of the Land Records of the District of Columbia.

Recorder WM. J. TOMPKINS

VIRGINIA:

In the Clerk's office of the Circuit Court of Arlington County this deed and plat were received, and with the annexed certificate admitted to record at 10:40 o'clock A. M., Aug. 27, 1938.

Teste;

C. BENJ. LAYCOCK, Clerk.

RECORDED BY

COMPARED BY

M. Warwick MAILED TO

Wm. James Baumbach 4437-15th Street N. Arl., Va.

10/10/38

CHARLES E. JAMES

to B. & S.

nnnnunnnnnnnnnnnnnnnnnnnnnnnnnnnnnnn

WILLIAM JAMES BAUMBACH

THIS DEED, made this 24th day of August, 1938, by and between CHARLES E. JAMES, whose name also appears

of record as Charles T. James, widower of Julia James, whose name also appears of record as Julia M. James, former wife of the said Charles E. James, who departed this life on the 3rd day of February, 1935, party of the first part; and WILLIAM JAMES BAUMBACH, party of the second part;

WITNESSETH that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, receipt whereof is hereby acknowledged at and before the signing and delivery of this deed, the said party of the first part does grant and convey with general warranty of title unto the said party of the second part all those certain parcels of land situate in Arlington County, Virginia, and more particularly described as follows:

All of Lots 9, 10, 11 and 12 of Block 7 of the Subdivision of Center Ballston, as the same is shown on a plat recorded in Deed Book U-No. 4, at page 71, et seq., of the land records of Arlington County, Virginia; and being a part of the same property conveyed to the said Charles E. James by deed dated November 20th, 1923, and recorded in Deed Book 305, at page 123, of the land records of said county.

The said party of the first part covenants that he has the right to convey the above described property to the said party of the second part; that the said party of the second part shall enjoy quiet possession of the said property free and clear of all encumbrances; and that he, the said party of the first part, will execute such further assurances of said land as may be requisite.

ATTACHMENT B:

1970 Exchange Agreement, Title Document 727-723

BOOK 727 PAGE 723

EXCHANGE AGREEMENT

THIS AGREEMENT made as of this 5th day of June 1970, by and between the United States of America, acting by and through the Secretary of the Interior (hereinafter referred to as the "United States"); the Richmond, Fredericksburg and Potomac Railroad Company (hereinafter referred to as the "Railroad"), a corporation organized and existing under the laws of the Commonwealth of Virginia, acting pursuant to the authorization of its Board of Directors, by and through its lawfully authorized officers (see Exhibit A attached hereto and made a part hereof); Fairchild and Company, Inc. (hereinafter referred to as "Fairchild"), a corporation organized and existing under the laws of the District of Columbia, acting pursuant to the authorization of its Board of Directors, by and through its lawfully authorized officers (see Exhibit B attached hereto and made a part hereof); and Mr. Charles Fairchild and Mrs. Elizabeth Fairchild, as husband and wife (hereinafter referred to as "The Fairchilds"); all of the foregoing constituting the parties to this Agreement and hereinafter collectively referred to as "the parties."

WITNESSETH:

WHEREAS, the Railroad is the owner of that certain tract or parcel of land situated in the city of Alexandria, Commonwealth of Virginia, containing approximately 42 acres of land, as more particularly described in Exhibit C attached hereto and made a part hereof (hereinafter referred to as "The Potomac Center tract");

Page 1 of 11 pages

and Delivered

9-1-71

lawfully permitted; all of the foregoing rights being subject to the terms and conditions set forth and enumerated in the lease, it being recognized that the Railroad and Fairchild have the right to amend, modify or otherwise change the terms and conditions of the lease without reference to, review by, or approval of the United States, and that the exercise of the terms and conditions of said lease, except with respect to the matters which are expressly set forth in this Agreement, shall in no way affect, modify, amend, nullify or void the agreements herein set forth among the parties;

WHEREAS, Mr. Charles Fairchild is the owner in fee of a certain parcel of land encompassing approximately 28.8 acres of land (hereinafter referred to as the "Dych's Marsh tract"), more particularly described in paragraph (2) below, in which land the aforesaid Mrs. Elizabeth Fairchild has certain rights of dower, which rights shall be conveyed and surrendered by her participation in the conveyance described in paragraph (2) below;

WHEREAS, 18 acres of the 42-acre Potomac Center tract are presently reserved for construction of the so-called Northeast Expressway;

WHEREAS, the National Park Service of the United States Department of the Interior is charged by law with responsibility for construction, care, operation, and maintenance of the George Washington Memorial Parkway (hereinafter referred to as the "Parkway"), which Parkway is a limited access park road contiguous to The Potomac Center tract;

WHEREAS, The Potomac Center tract has access rights, by operation of law, to and from Slaters Lane and other streets contiguous to the property in the city of Alexandria;

WHEREAS, by certain deeds granted in or about 1930, the Railroad or its predecessors in interest surrendered to the United States such access rights to the Parkway as might be deemed to run with The Potomac Center tract;

WHEREAS, the Railroad and Fairchild are now desirous of obtaining for The Potomac Center tract the right of access to the Parkway, including the perpetual right of ingress and egress from said Potomac Center tract to and from the Parkway, which right of access will improve the value of said Potomac Center tract, expedite its flow of traffic, and allow for increased development thereof;

WHEREAS, the United States has determined that, subject to the terms and conditions hereinafter enumerated, the grant of the aforesaid right of access to (including ingress to and egress from) the Parkway for The Potomac Center tract would alleviate certain adverse traffic situations now existent or that may hereafter evolve on Federal facilities at Daingerfield Island; would improve the visual impact from the Parkway by providing a pleasant and improved screen of the so-called railroad yards; and would not be inimicable to the Parkway purposes or the interest of the general public;

WHEREAS, the Act of July 15, 1968, 82 Stat. 354, authorizes the Secretary of the Interior to acquire interests in non-Federal property within a unit of the National Park System under his administration and to exchange therefor an interest in federally owned property under his jurisdiction located in the same State as the non-Federal property to be acquired, and further provides for equalization of the values of the interests so exchanged;

NOW, THEREFORE, in consideration for the agreements hereinafter prescribed and the covenants and agreements hereinafter set forth to be kept, performed and observed by Fairchild, its successors and assigns; The Fairchilds, their successors and assigns; the Railroad, its successors and assigns; and the United States, it is agreed that the United States and Fairchild, The Fairchilds, and the Railroad, will exchange interests in lands under their control as set forth below:

(1) The United States will deed, grant, and/or issue such easements or other interests in land of the United States as may be necessary to establish adequate perpetual access to, including ingress and egress from, the Parkway to The Potomac Center tract (said access to be limited by the provisions of paragraphs 7 and 8 below), including so much land of the United States as will insure the rights of ingress and egress to and from the northbound and southbound traffic lanes; and will further deed, grant, and/or issue such easements or other interests in lands of the United States as may be necessary to permit the surveying, pre-engineering, construction, and related operations in connection with the construction of the access roads and the bridge referred to in paragraph 3 below, including the right

Page 3 of 11 pages

of use of lands of the United States as approved by the National Park Service for storage of construction and other necessary materials for the construction, perpetual operation, and maintenance of said bridge, bridge piers and abutments, approach roads, and approach road abutments, including the rights of the Railroad and Fairchild, acting jointly, to deed, grant, and/or issue such easements or other interests in the lands so granted and/or issued as to permit the said Railroad and Fairchild, acting jointly, or their successors and assigns, to dedicate said bridge, bridge piers and abutments, approach roads, and approach road abutments to the Commonwealth of Virginia, the city of Alexandria, and/or such other proper political subdivision thereof so as to permit the same to become a part of the road systems of the said Commonwealth, city, or political subdivision subject to the care, maintenance, policing, etc., of said Commonwealth, city, and/or political subdivision. The United States further agrees to grant the Railroad, and/or Fairchild, and/or the Commonwealth, the city of Alexandria, or the political subdivision, by separate agreement, the right and privilege to operate such maintenance vehicles on and over the Parkway as may be necessary to effectuate the necessary care, maintenance, and policing of said bridge and approach road systems, with the understanding that such maintenance vehicles shall use Slaters Lane at all times possible to effectuate such necessary care and maintenance. The United States further agrees to equalize said exchange by allowing Fairchild and/or the Railroad certain credits, not to exceed \$200,000, toward the extension of said access rights to the 18-acre tract referred to above as presently undevelopable, or by the extension of said access rights to a 3.29-acre area or 7.58-acre area outside the 42-acre Potomac Center tract, as set forth in greater detail in paragraphs 9 and 10 below.

(2) For and in consideration of the foregoing deeds, grants, and/or issuances from the United States, The Fairchilds will convey to the United States of America and its assigns, by general warranty deed, fee simple title to a 28.8-acre tract of land located in an area adjacent to the Parkway, southern portion, and bounded on two sides by parklands, southern portion, and on a third side by the Potomac River in the vicinity of the Morningside Exit to said Parkway, and on the fourth side by lands of Crim, Fairchild and others,

Page 4 of 11 pages

said land more particularly described in Exhibit D attached hereto and made a part hereof, said tract being sometimes referred to as Dike Marsh, Dyke Marsh, and Dych Marsh (hereinafter referred to as "Dych's Marsh tract").

- (3) For and in consideration of the foregoing deeds, grants, and/or issuances from the United States, Fairchild and the Railroad, their successors, lessees or assigns, agree at no cost to the United States, to provide a center-piered bridge comparable in "H Loading" style and type to the southernmost bridge leading from the National Airport south to Alexandria, via Mount Vernon Parkway; plus associated ramps and connections necessary for ingress and egress to and from The Potomac Center to the Parkway, including a separate ingress and a separate egress road leading from the West lane of the Parkway to The Potomac Center, plus a separate ingress and a separate egress road leading from the East end of the bridge to the Parkway. The piers and abutments for end piers and center piers shall be constructed in such location on the lands of the United States providing for the most economical span construction costs. The United States may at its expense make such connections as are necessary to utilize said interchange in connection with ingress and egress of the public to the area known as Daingerfield Island. Fairchild and the Railroad, their successors, lessees or assigns further agree, at no cost to the Government, to provide for the benefit of the United States temporary alternative access to Daingerfield Island should existing access be interfered with during construction of the aforesaid bridge.
- (4) For and in consideration of the foregoing deeds, grants, and/or issuances from the United States, Fairchild and the Railroad, their successors, lessees, or assigns or the successors, lessees or assigns of either of them agree that they will not at any time utilize the deed, grant, and/or issuance of access by the United States to serve any other land or lands including surface, sub-surface rights, or air rights of Fairchild or the Railroad for any purpose whatsoever, except said 42 acres or other substitute acreage as provided in paragraph (9) below and, furthermore, that neither Fairchild nor the Railroad, their successors, lessees, or assigns, or the successor, lessees, or assigns of either of them, will use or permit to be used said Parkway for any commercial or freight hauling whatsoever except as may be specifically authorized by the United States.

Page 5 of 11 pages

- (5) For and in consideration of the foregoing deeds, grants, and/or issuances from the United States, Fairchild and the Railroad, their successors, lessees, or assigns of either of them, agree to make available to the Metropolitan Area Transit Authority or its successor, so much of up to 1 acre of said 42-acre tract as may be required for use as a subway station. It is further agreed by Fairchild and the Railroad, their successors, lessees or assigns, or the successors, lessees or assigns of either of them, that if the subway program be abandoned, or the subway station fail to be located within the aforesaid 42-acre tract, Fairchild and the Railroad, and/or the successors, lessees, or assigns of either or both of them, shall not develop the said ground reserved for the subway station unless and until an additional sum of \$60,000 is paid to the United States as further consideration for this agreement.
- (6) For and in consideration of the foregoing deeds, grants, and/or issuances from the United States, Fairchild and the Railroad, their successors or assigns or the successors or assigns of either of them, will dedicate to the Commonwealth of Virginia, the city of Alexandria, or such other appropriate political subdivision, free of charge, such lands within said tract as may be needed for streets and roadways, not including the so-called Northeast Expressway ground referred to in paragraph (7) below.
- (7) It is agreed among the parties hereto, for and in consideration of all covenants and agreements stated herein, that the access hereby granted does not apply to and is specifically withheld from and not now to be considered as serving the 18 acres of the 42-acre Potomac Center tract which are presently reserved for the Northeast Expressway.
- (8) It is agreed by Fairchild and/or the Railroad, their successors and assigns, that if the Commonwealth of Virginia, the city of Alexandria, or other appropriate political subdivision does proceed to acquire the area reserved and set aside for the proposed Northeast Expressway, no increment of value will be attributed to said 18 acres or such portion thereof as is used for expressway purposes because of the potential availability to such area of access rights to the Parkway.
- (9) It is agreed among the parties hereto, for and in consideration of all covenants and agreements stated herein, that if the Commonwealth of

Page 6 of 11 pages

Virginia, the city of Alexandria, or other appropriate political subdivision does proceed to acquire the area reserved and set aside for the proposed Northeast Expressway, that Fairchild and/or the Railroad, their successors and assigns, will release the United States from any and all monetary claims whatsoever that they or either of them may have by reason of the provisions of paragraph 1 of this exchange agreement, and that the United States, in consideration therefor, will equalize this exchange of interests in lands by permitting the use of the access, including egress and ingress, hereby granted to serve such additional lands controlled by Fairchild and/or the Railroad, their successors or assigns, located outside of but contiguous to the 42-acre Potomac Center tract as is discussed below. It is agreed that in the event Fairchild and/or the Railroad shall at any time elect to apply the \$200,000 credit referred to in paragraph 10 below to the release of additional lands controlled by Fairchild and/or the Railroad, their successors or assigns, located outside of but contiguous to the 42-acre Potomac Center tract, such election shall apply to 3.29 acres of land, if said land is located within the upper height limitations, or 7.58 acres of land if located within the lower height limitations, or any equivalent combination thereof.

(10) It is agreed that if the Commonwealth of Virginia, the city of Alexandria, or other political subdivision does forego, relinquish or abandon, in fact or by operation of law, its plans for future development of the Northeast Expressway, the access rights to be granted shall be extended to the full area now reserved for said expressway upon payment to the United States . by Fairchild and/or the Railroad, their successors or assigns, of seventy cents (\$0.70) per square foot for each square foot of the area to be then developed under said access provision (or \$1.40 per square foot for each square foot of the area to be then developed under said access provision if any zoning change or variance is granted prior to the payment therefor which will permit development of this area to the same extent as on the other portion of The Potomac Center tract), said rate per square foot to apply to the total area then being developed without excluding therefrom any land utilizing the said access rights being granted herein within the then lands to be developed, to be dedicated to the Commonwealth of Virginia, the city of Alexandria, or such other appropriate political subdivision as a result thereof, which land so dedicated for

streets and accessways shall be donated free of charge to the appropriate political subdivision; provided further that if the access rights are thus extended to the 18-acre tract, Fairchild and/or the Railroad or their successors or assigns shall be granted a credit toward the payment due for such extension of two hundred thousand dollars (\$200,000), in accordance with numbered paragraph 1 above, in which event the provisions of numbered paragraph 9 herein, but no other, shall become null and void.

Should Fairchild and/or the Railroad elect not to develop the 18-acre tract or contiguous ground and not to acquire the extension of the access rights to the 18-acre tract or a part thereof or contiguous ground, the \$200,000 credit referred to above shall be forfeited by Fairchild and/or the Railroad, and the United States released from any monetary claim for this or any lesser amount.

- (11) It is further agreed by the parties hereto that all plans for construction of the bridge and related approaches, ramps, and connections are to be approved by the National Park Service, the National Capital Planning Commission, and the Fine Arts Commission, provided that the costs of such review shall not constitute a cost chargeable to Fairchild or the Railroad.
- (12) The parties hereto agree that this agreement to exchange shall become effective upon execution by all of the parties hereto and the delivery to the United States of America and its assigns of a properly executed deed of conveyance to Dych's Marsh tract in accordance with numbered paragraph 2 above. It is likewise agreed that the delivery of such deed by Fairchild to the United States shall entitle Fairchild and the Railroad, their successors or assigns or the successors or assigns of either of them, to the deed, grant, and/or issuance of such necessary rights for access as stated herein from the United States as may be required to fulfill the terms of this Exchange Agreement.
- (13) Benefit. Neither members of nor Delegates to Congress, or Resident Commissioners, shall be admitted to any share or part of this agreement or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that this provision shall not be construed to extend to any incorporated company, if the agreement be for the benefit of such corporation.

Page 8 of 11 pages

(14) Equal Opportunity. In connection with this agreement,

Fairchild and the Railroad agree to the provisions regarding equal employment opportunity set forth in Exhibit E attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and corporate seals as of the above date.

. :.				
201		RICHMOND,	FREDERICKSBURG A	AND
		POTOMAC	PATEROAD COMPANY	
		By	and,	(SEAL)
		Title	PRESIDENT	:
000/2	Laure G	2	······································	
Attest		~		1
SECRET	ARY	• .		
ī,	J. J. NEWBAL	JER, JR.	, certify th	at I am the
·	Secretary	of the Corpor	ation named as a	party in the
above exchange ag	· ·	S. SHUMA	, who	signed said
agreement on behalf	lf of Richmond, I	Eredericksburg and	Potomac Ruilroad Co.	was then
PRESIDENT.	of said	Corporation;	that said agree	ment was duly
signed for and on	behalf of said	Corporation	by authority of	its governing
body, and is with:	in the scope of	its corporat	e powers.	
		2021	6	•
		<i>J</i> J (0)	whave, I	1, (SEAL)
			SECRETARY	
Sol.	•	FAIRCHILD .	AND COMPANY, INC	i Li
A Company of the Comp		- 16	2.	1
		ву Л. Д.		(SEAL)
· · · · · · · · · · · · · · · · · · ·	ı	Title	regialout	···
Attest: Elizabe	uh Mr. Farak	rel		
Sec	relary	•		:
Attest: Elizahe Sec 1, Eliz	aluta 712. 7	tourchiel	certify th	at T am the
7	5		,,	
			ation named as a	
above exchange agi				
agreement on behal	e of Fourt	Il and	Company,	Inc., was then
President	of said	Corporation;	that said agree	ment was duly
signed for and on				
body, and is with	n the scope of	its corporate	powers.	Same Same
·		Elizaber	2m. Facul	C (ist of)
		0	5 /// / //	
	Page	9 of 11 page	!8	

Charles, Fairchild

Charles, Fairchild

Elizabeth, Fairchild

Elizabeth, Fairchild

M.

DISTRICT OF COLUMBIA : ss.

I hereby certify that on this day, before me, an officer of the
District of Columbia, duly authorized to take acknowledgments, personally
appeared XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
maknooddxxboedukkokahungodhaxbochboxxxxkoddixxoodanxx <u>Charles m. fair</u> chili
, a duly authorized officer of Fairchild and Company,
Inc.; and Charles Fairchild and Elizabeth Fairchild, husband and wife, to me
known to be persons described in and who executed the foregoing Exchange
Agreement, and severally acknowledged before me that they executed the
same as such officers, pursuant to their authorizations, in the name of and
for and on behalf of the said corporations and governmental bodies.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal on this 6th day of July, 1970.
Conet Hotal anne
Notary Public

My commission expires:
November 30, 1972

Page 10 of 11 pages

CITY OF RICHMOND COMMONWEALTH OF VIRGINIA, SS:

I, E.A. WALLACE, a Notary Public in and for the City and State aforesaid, do hereby certify that s. Shumate and J. J. Newbauer, JR., who are personally well known to me to be the persons who executed the foregoing Exchange Agreement, as President and Secretary, respectively, of RICHMOND, FREDERICKSBURG AND POTOMAC RAILROAD COMPANY, personally appeared before me in said City and State aforesaid and acknowledged the same to be their act and deed and the act and deed of the said RICHMOND, FREDERICKSBURG and POTOMAC RAILROAD COMPANY.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this moday of July, 1971. My Commission Expires: August 6, 1972,

E. a. Wallace
Notary Public

UNITED S	TATES DEPARTMENT OF TH	E ANDERIOR
Ву	Jallati	Vicilal
Title _		

CITY OF WASHINGTON)
DISTRICT OF COLUMBIA)

Shoold I Carlson
Nobary Public

My commission expires:

My Commission expires
November 14, 1973

Page 11 of 11 pages

RICHMOND, FREDERICKSBURG AND POTOMAC RAILROAD COMPANY

Lease of Land to Facilitate Construction
Of Office Buildings and Other Commercial Facilities
(Proposed Potomac Center in Alexandria, Virginia)

The President referred to the resolutions of November 29, 1965 and July 26, 1968, authorizing the execution of a long term lease agreement to facilitate this proposed project. He explained that there had been many changes of business conditions and other related circumstances, resulting in very complex negotiations, and that the matter had progressed to the point where an agreement was expected to be ready for execution in the very near future with certain business conditions modified from those covered by prior authority. He recommended that the Company proceed with the transaction and enter into an agreement to provide, among other things, as follows:

- (a) To lease approximately 39 acres to Fairchild and Company, Inc., a corporation under the laws of the District of Columbia, for a term of 99 years;
- (b) That RF&P participation be on the basis of a minimum rental of \$25,000 per year plus taxes, with minimum rental increasing to \$6,000 per acre as buildings are constructed, with a reasonable cut-off date when the minimum rent must be at least \$6,000 per acre for all usable land, which will exclude any land not then developable because reserved for expressway or transit or other purposes;
- (c) That the Company will receive 50% of the net cash flow proceeds from the development to the extent it exceeds the minimum rental;
- (d) That, in order to facilitate financing, it will be necessary that the Company agree to subordinate its share of the net cash flow for up to 60 years.
- (e) The lease agreement will provide for escalation of the minimum rental at periodic intervals based upon appraised values of the land, and for sharing in condemnation proceeds, and other protection to the Company as Lessor;
- (f) Fairchild and Company, Inc., will give certain assurances of construction;
- (g) In order to obtain the right of access to and from the George Washington Memorial Boulevard, it will be necessary that the Company and Fairchild enter into an exchange agreement with the United States of America, pursuant to which Fairchild will convey to the United States certain of his property located in Fairfax County, and both the Company and Fairchild will

assume certain obligations to construct an overpass and other facilities to cover the access to and from the Boulevard. Fairchild will assume the principal obligations, but the Company will agree to pay to Fairchild, subject to various conditions, as construction progresses, a total of \$1,000,000.

The latest draft of agreement prepared by attorneys for Lessee, containing some 59 legal pages, is indicated as draft of May 10, 1971, and contains most of the pertinent terms and conditions, but is subject to some further changes and negotiations for the benefit of the Company.

Whereupon, on motion duly made and seconded, it was

RESOLVED, That the authority delegated to the officers by the prior resolutions of November 29, 1965 and July 26, 1968, is reaffirmed and further authority is extended in accordance with the above comments, so that the proper officers of the Company be, and they are hereby, authorized on behalf of the Company to enter into said lease agreement covering the approximately 39 acres in order to effect the arrangements outlined, and on such further terms and conditions as they may feel are appropriate to protect the interest of the Railroad to the extent feasible; and to enter into the exchange agreement with the United States referred to above, and to execute such contracts, leases and other documents as may be necessary to effect the arrangements, or to dedicate or otherwise provide access between the leased area and public streets and to provide service roads, utility easements, and other arrangements necessary to meet the needs of the development and the requirements of the City of Alexandria, all on such terms and conditions as the officers of the Company may feel are appropriate to protect the interests of the Company, and to take such other steps as may be necessary and appropriate to consummate this transaction.

I hereby certify that the above is a true and correct excerpt from minutes of meeting of Executive Committee of the RICHMOND, FREDERICKSBURG AND POTOMAC RAILROAD COMPANY, duly called and held on June 4, 1971.

E.A. Wallaci
Assistant Secretary

G 0:

MINUTES OF FAIRCHILDES COMPANY BOARD OF DIRECTORS MEETING
OF JUNE 30, 1971

The President called the Board of Directors to order at 888 - 17th Street, N. W., Washington, D. C. at 10 A.M. on June 30, 1971.

The President reported to the Board that the lengthy negotiations with the United States Government for access to the George Washington Memorial Parkway for development of the proposed Potomac Center in Alexandria, Virginia, had been successfully completed, as had the negotiations with the Richmond, Fredericksburg & Potomac Railroad Company relating to the terms and conditions for the lease of the land for the development of the proposed Potomac Center in Alexandria, Virginia.

The President moved and Janet H. Palsgrove seconded the motion:

RESOLVED THAT; Charles M. Fairchild, acting as President or Fairchild and Company, be and is hereby duly authorized to execute, on behalf of Fairchild and Company, the document captioned "Exchange Agreement" made as of the 5th day of June, 1970 with the United States of America; the Richmond, Fredericksburg & Potomac Railroad Company, Charles Fairchild and Elizabeth Fairchild, as husband and wife; and Fairchild and Company, which agreement has heretofore been duly executed by Walter Hickel, Secretary of Interior, on June 5, 1970, and to take all such other actions to complete the transaction as he may deem necessary or appropriate.

And, it was further moved and seconded:

RESOLVED that; Charles M. Fairchild, as President of Fairchild and Company be authorized to execute the lease with the Richmond, Fredericksburg & Potomac Railroad Company, defining the terms and conditions of the use and occupancy of the approximately 39 acres to be utilized by Fairchild and Company in connection with the development of the proposed Potomac Center in Alexandria, Virginia and to take all such other actions to complete the transaction as he may deem necessary or appropriate.

The documents constituting the "Exchange Agreement" and the "Lease" were presented and reviewed by the Board, whereupon, on motion duly made and seconded, the aforesaid resolution was carried.

Elizabech Mr. Jacobil

EXHIBIT "C"

All of that certain tract or parcel of land situate, lying and being in the City of Alexandria, Virginia, described as follows:

BEGINNING at an iron pipe at the corner of Parkridge Apartments and the RF&P Railroad property in the westerly line of George Washington Memorial Parkway running thence with the line of Parkridge Apartments in part and through the land of RF&P Railroad in part N 85° 08' 27" W 734.28 feet; thence continuing through the land of the RF&P Railroad N 3° 36' 20" E 929.00 feet, N 4° 42' 40" W 365.00 feet, N 22° 32' 30" W 116.00 feet, N 30° 06' 00" W 78.00 feet, N 14° 26' 10" W 105.00 feet, N 9° 19' 00" W 389.42 feet, N 0° 54' 40" W 568.40 feet, N 4° 48' 25" E 513.15 feet, and S 82° 51' 37" E 137.00 feet, to a monument in the westerly line of George Washington Memorial Parkway; thence with the line of said Parkway S 20° 37' 40" E 941.63 feet to a monument, S 19° 03' 58' E 463.19 feet to a monument, S 14° 06' 00" E 578.63 feet to a monument, S 9° 06' 21" E 442.69 feet to a monument, S 3° 28' 15" E 497.71 feet to a monument, and S 3° 56' 33" W 262.98 feet to the point of beginning containing 38.555 acres of land, as shown on plat dated February 12, 1971, amended May 21, 1971, by McLaughlin Ghent Associates of Annandale, Virginia.

Subject to a slope easement area of 1.825 acres as shown on said plat, on which RF&P reserves the right to retain a slope necessary to support its tracks and facilities located to the West. Tenant shall have the right to substitute a retaining wall or other structures in lieu of a slope, provided such are acceptable to and approved by RF&P Chief Engineer in writing in advance. Tenant shall maintain the slope or any substitute structures, but may use any or all of the 1.825 acres for developmental purposes which do not interfere with the purpose and function of the slope easement. The slope easement area is described as follows:

(Exhibit "A" - Page 2)

BEGINNING at the end of the first described line above and running with the second, third, fourth, fifth, sixth and part of the seventh above lines as follows: N 3° 36' 20" E 929.00 feet, N 4° 42' 40" W 365.00 feet, N 22° 32' 30" W 116.00 feet, N 30° 06' 00" W 78.00 feet, N 14° 26' 10" W 105.00 feet and N 9° 19' 00" W 61.02 feet, thence through the above described parcel S 30° 06' 00" E 239.45 feet, S 22° 32' 30" E 127.15 feet, S 4° 42' 40" E 376.48 feet, and S 3° 36' 20" W 933.73 feet to a point in the first described line; thence with that line N 85° 08' 27" W 50.01 feet to the point of beginning containing 1.825 acres of land.

CHARLES M. FAIRCHILD PROPERTY Fairfax County, Virginia

All that certain parcel or tract of land situate, lying and being in the County of Fairfax, Virginia, and more particularly described as follows:

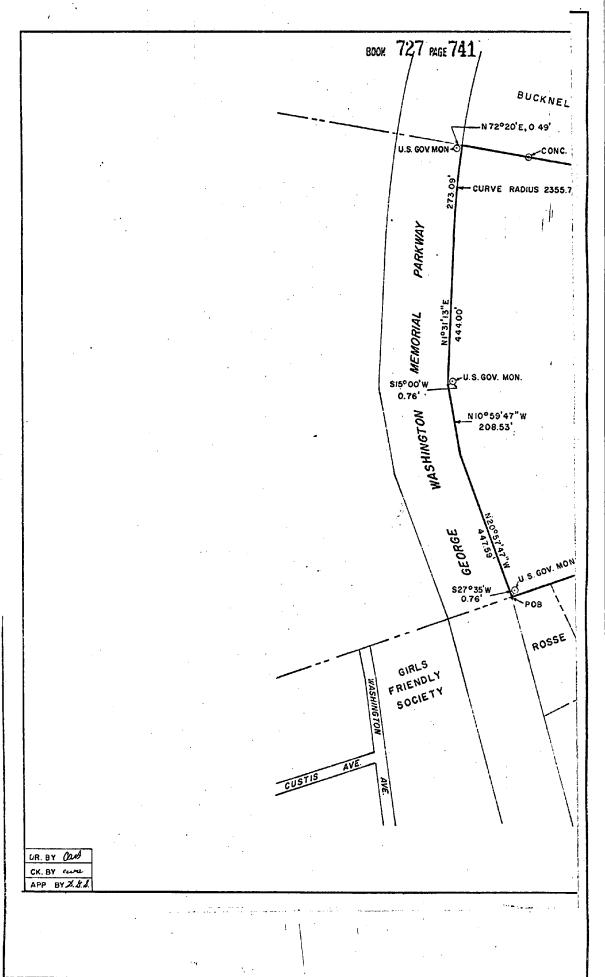
Beginning at a point in the east line of the right-of-way of The George Washington Memorial Parkway formerly known as the Mount Vernon Memorial Highway, and the NW corner of the Rosse property said point being S 27°35' W, 0.76' from a U. S. Government monument; thence running with the easterly line of aforesaid right-of-way the following courses and distances; N 20°57'47" W, 447.59' and N 10°59'47" W, 208.53' to a point, said point being also S 15°00' W, 0.76' from a U. S. Government Monument; thence continuing with said east line N 1°31'13" E, 444'00' to a point of curvature; thence with the arc of said curve to the right, whose radius is 2355.70' and whose chord bearing and chord are N 4°50'29" E and 272.95'; respectively, a distance of 273.09' to a point, said point being N 72°20' E, 0.49' from a U. S. Government Monument; thence leaving said right-of-way and with the south line of the land of Bucknell University S 80°32'41" E, 1240.00' passing through a concrete monument at 200.00', to a point on the mean tide line of the Potomac River; thence with the meanderings of said mean tide line the following courses and distances, S 20°43'00" W, 155.70', S 1°32'14" E, 428.65' and S 17°03'43" W, 230.81' to the Ni corner of the Howenstine property; thence leaving said Potomac River and running with the North line of said Howenstine property and aforesaid Rosse property S 70°14'47" W, 1005.96', passing through a concrete monument at 775.96', to the Point of Beginning.

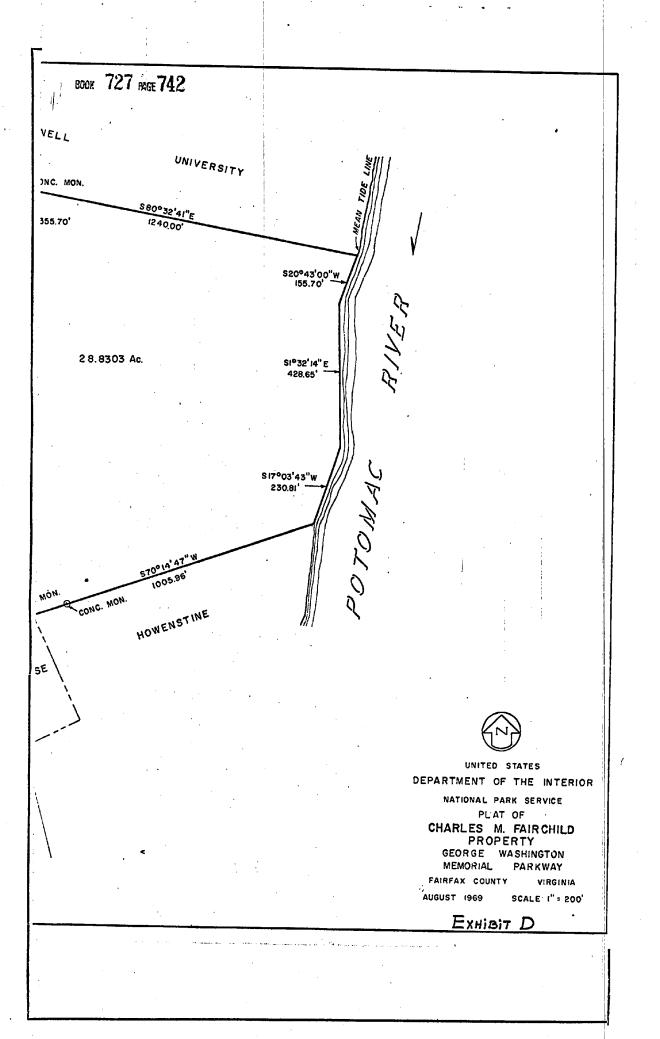
The area described contains 28.8303 acres

- (1) The Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Fermittee will take affirmative action to ensure that applicants are employed, and that employees are treated curing employment without regard to their race, coldr, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, ungrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Superintendent setting forth the provisions of this nondiscrimination clause.
- (2) The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified explicants will receive consideration for employment without regard to race, color; religion, sex, or national origin.
- (3) The Permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Saperintendent, advising the labor union or workers' representative of the Permittee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as emended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Permittee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or purmannt thereto, and will permit access to his books, records, and accounts by the Superintendent and the Secretary of Labor for purposes of investigation to according compliance with such rules, regulations, and orders.
- (6) In the event of the Permittee's noncompliance with the nondiscrimination clauses of this permit or with any of such rules, regulations, or orders, this permit may be cancelled, terminated or suspended in whole or in part and the Permittee may be declared incligible for further Government contracts or permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Permittee will include the provisions of Paragraphs (1) through (7) in every subcontract of purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 112% of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Superintendent may direct as a means of enforcing such provisions including senctions for noncompliance: Provided, however, that in the event the Permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Superintendent, the Permittee may request the United States to enter into such litigation temperature.

VIRGINIA:
In the Clerk's cities of the Corporation
Court of the City of Alexandria, Va. this
instrument was received and the taxes
imposed by Sec. 58-54 I of the Code in
the amount of 5
have been paid
and wit; the annexed certificate admitted
to record on \$1/3-7/ etacky. M

Milion W. Friches Com





ATTACHMENT C:

2000 Release and Scenic Easement Agreement, Title Document 000005341

RELEASE AGREEMENT AND SCENIC EASEMENT

entered into as of this 24th day of 12mm, 2000, by and among COMMONWEALTH ATLANTIC PROPERTIES INC., a Virginia corporation, COMMONWEALTH ATLANTIC LAND I INC., a Virginia corporation, as successor to COMMONWEALTH ATLANTIC LAND COMPANY, a Virginia corporation, and COMMONWEALTH ATLANTIC LAND VINC., a Virginia corporation (hereinafter collectively referred to as "Commonwealth"), and the UNITED STATES OF AMERICA, acting by and through the NATIONAL CAPITAL REGION OF THE NATIONAL PARK SERVICE, DEPARTMENT OF THE INTERIOR (hereinafter referred to as the "National Park Service" or the "United States").

RECITALS:

A. Commonwealth and the National Park Service have previously entered into a certain Preliminary Agreement to Exchange Real Property dated November 18, 1998, as amended by Amendment Number 1 to Preliminary Agreement to Exchange Real Property dated January 13, 1999, by Amendment Number 2 to Preliminary Agreement to Exchange Real Property dated August 17, 1999 and by Amendment Number 3 to Preliminary Agreement to

J:\DATA\CLIENT\16\16843\013\RELEASE.AG6 02/09/00 10:25AM Exchange Real Property dated November 1, 1999 (collectively, the "Agreement").

- B. Under the terms and conditions of the Agreement, among other matters more particularly set forth therein, Commonwealth and the National Park Service agreed to the following matters:
 - (i) Commonwealth agreed to relinquish its right of ingress and egress to both the northbound and southbound lanes of George Washington Memorial Parkway (the "Parkway") for ingress and egress to and from certain property known as "Potomac Greens" and more particularly depicted on <a href="Exhibit "A" attached hereto and incorporated herein by reference (the "Parkway Access"), the Parkway Access having been granted to Commonwealth pursuant to (a) a certain Exchange Agreement dated June 5, 1970 (the "Exchange Agreement"), by and between the United States, acting by and through the Secretary of the Interior, and Commonwealth's predecessor in title, Richmond, Fredericksburg and Potomac Railroad Company (hereinafter referred to as "RF&P"), and (b) a certain Deed of Easement dated August 13, 1984 (the "Deed of Easement"), recorded in Deed Book 1133, at Page 914, and in Deed Book 1134, at Page 747, among the Land Records of the City of Alexandria, Virginia, which Deed of Easement effectuated the grant of the Parkway Access pursuant to the Exchange Agreement;
 - (ii) The United States agreed to release Commonwealth from its obligation pursuant to the Exchange Agreement to construct, at no cost to the United States, a center-piered bridge comparable in "H loading" style and type to the southernmost

bridge leading from Ronald Reagan Washington National Airport south to Alexandria, Virginia, and all associated ramps and connections necessary for ingress and egress to and from Potomac Greens to the Parkway (collectively, the "Bridge"), all as more particularly described in the Exchange Agreement, to which reference is hereby made for all relevant purposes;

- (iii) The United States agreed to release the restrictions set forth in a certain Indenture Agreement between RF&P and the United States dated February 12, 1938, and recorded in Deed Book 443, at Page 83, among the Land Records of Arlington County, Virginia (the "Indenture Agreement"), restricting the land described in the Indenture Agreement as "Area 3" and as more particularly depicted on Exhibit "B" attached hereto and incorporated herein by reference (the "Indenture Land") to be used solely for the construction, maintenance and operation of main line railroad tracks and ways and a freight yard in connection therewith (the "Railroad Restriction");
- (iv) Commonwealth agreed to impose
 certain height and setback limits relating to
 the development of the Indenture Land;
- (v) Commonwealth agreed to grant to the United States a perpetual scenic easement over and across a portion of Potomac Greens; and
- (vi) Commonwealth agreed to impose certain development limits on a portion of Potomac Greens.

- C. The parties hereto desire to enter into this Release in order to effectuate the agreements of the parties pursuant to the Agreement as set forth in Recital B above.
- D. The Department of the Interior is authorized pursuant to 16 U.S.C. § 4601-22(b) (1993) to enter into this Release in order to effectuate the terms and conditions of the Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the interests in lands to be exchanged between the parties herein, the mutual rights and obligations hereunder, the consideration required to be paid by Commonwealth to the United States as provided in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Commonwealth hereby Forever Releases and Relinquishes its rights to use the Parkway Access for ingress and egress to the northbound and southbound lanes of the Parkway to and from Potomac Greens as previously granted to Commonwealth pursuant to the terms and conditions of the Exchange Agreement and the Deed of Easement.

- 2. The United States hereby Forever Releases Commonwealth from its obligation to construct the Bridge and all other obligations relating to the Bridge which were created pursuant to the terms and conditions of the Exchange Agreement.
- 3. The United States hereby Forever Releases and Relinquishes its right to enforce the Railroad Restriction upon the Indenture Land created pursuant to the Indenture Agreement, so that development on the Indenture Land shall no longer be subject to the Railroad Restriction and such development can occur pursuant to Arlington County zoning regulations.
- 4. In consideration of the release and relinquishment by the United States pursuant to Paragraph 3 above of the Railroad Restriction, the future development on the Indenture Land shall be subject to the building height and setback restrictions set forth in the "Arlington Development Plan With Restrictions" depicted on Exhibit "C" attached hereto and incorporated herein by reference (the "Building Restriction"). The parties agree that the Building Restriction shall run with the land in perpetuity and shall be for the sole benefit of the United States and its successors and assigns, and no other party whatsoever shall have any right to enforce the Building Restriction.

- development of the portion of Potomac Greens identified as the "Greens Development Area" as depicted on <a href="Exhibit" D" attached hereto and incorporated herein by reference shall be limited to residential development uses and neighborhood retail uses as more particularly specified in the development plan for Potomac Greens approved by the City of Alexandria, Virginia on September 8, 1999 (collectively, the "Permitted Uses"). The parties agree that the Permitted Uses set forth in this Paragraph 5 shall run with the land in perpetuity and shall be for the sole benefit of the United States and its successors and assigns, and no other party whatsoever shall have any right to enforce such Permitted Uses.
- 6. Commonwealth hereby grants and conveys to the United States a perpetual scenic easement over and across the portion of Potomac Greens identified as the "Greens Scenic Area" as depicted on <a href="Exhibit"D" attached hereto for the purpose of conserving and preserving the natural vegetation, topography, habitat and other natural features now existing within the Greens Scenic Area (the "Scenic Easement"). The Scenic Easement is hereby granted and conveyed by Commonwealth to the United States subject to the following terms and conditions:

- (i) Except as otherwise specifically permitted in subparagraph (ii) below, no improvements (including monuments, memorials or other commemorative works) shall be constructed or installed within the Greens Scenic Area, no clearing, grading or tree removal shall be permitted within the Greens Scenic Area and the Greens Scenic Area shall not otherwise be disturbed without the prior written approval of the United States.
- (ii) Commonwealth hereby reserves the right to use the Greens Scenic Area for the following purposes: (a) passive and/or noncongregate recreational activities including (without limitation) hiking and bicycle trails, open space areas, sitting areas, gazebos, shelters, picnic areas and other similar recreational uses, (b) soccer fields, baseball fields, volleyball courts, tennis courts and other similar recreational facilities, (c) lighting in connection with the uses permitted pursuant to clauses (a) and (b) above, (d) the construction, installation, maintenance, repair and removal of underground utility lines in connection with construction and development on Potomac Greens, (e) the operation, maintenance and repair of the existing stormwater management pond, together with the construction, installation, maintenance and repair of any necessary expansion of such stormwater management pond which may be necessary in the future in connection with construction and development on Potomac Greens, and (f) grading and other land development activities which may be necessary in connection with any of the uses permitted pursuant to clauses (a) through (e) above. Notwithstanding the foregoing, Commonwealth agrees that any permanent above grade improvements or any lighting equipment which Commonwealth desires

to construct or install in the Greens Scenic Area shall be subject to the prior written approval of the United States, which approval shall not be unreasonably withheld, conditioned or delayed. In the event that the United States does not deliver written notice to Commonwealth either approving or disapproving Commonwealth's request for approval of any permanent above grade improvements or lighting equipment which Commonwealth desires to construct or install in the Greens Scenic Area within thirty (30) days after Commonwealth submits its request for approval to the United States, then the United States shall be conclusively deemed to have approved such request. Any disapproval by the United States within such thirty (30) day period shall state with reasonable particularity the reasons for such disapproval and any changes which the United States requires to be made by Commonwealth in order for the United States to grant such approval. All notices, correspondence or requests for approvals as herein required shall be made in writing and shall be sent by certified mail, return receipt requested; delivered by hand; or sent by overnight mail or carrier to the following:

COMMONWEALTH: President & CEO

Commonwealth Atlantic Properties, Inc.

66 Canal Center Plaza, 7th Floor

Alexandria, Virginia 22314

UNITED STATES: Superintendent

George Washington Memorial Parkway

National Park Service c/o Turkey Run Park McLean, Virginia 22101

or to such other address as either party may from time to time advise the other in writing.

- (iii) In the event that Commonwealth, in connection with any of the uses permitted pursuant to subparagraph (ii) above, damages, destroys or removes any tree greater than six (6) inches diameter at breast height(dbh) within the Greens Scenic Area, then Commonwealth, at its sole cost and expense, shall replace any such tree so damaged, destroyed or removed on a tree-for- tree basis to the extent that such replacement is feasible based upon Commonwealth's use of the applicable portion of the Greens Scenic Area.
- (iv) The Scenic Easement granted by Commonwealth hereunder shall run with the land in perpetuity and shall be for the sole benefit of the United States and its successors and assigns, and no other party shall have any rights under the Scenic Easement other than the rights of Commonwealth (and its successors and assigns) specifically reserved in this Paragraph 6.
- 7. This Release shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, and shall be construed in accordance with the laws of the Commonwealth of Virginia. This Release is entered into by the parties hereto in order to effectuate the terms and conditions set forth in the Agreement, and as provided in Paragraph 9 of the Agreement; the Agreement will terminate and be of no further force or effect upon full execution of this Release by all parties and recordation of this Release among the Land Records of the City of Alexandria, Virginia and Arlington County,

Virginia, respectively, and payment by Commonwealth to the United States of any consideration required pursuant to the Agreement. In addition, except as expressly provided in this Release, this Release is not intended to modify or amend in any respect the Indenture Agreement or the Exchange Agreement, and except as expressly modified or amended pursuant to this Release, the Indenture Agreement and the Exchange Agreement shall remain in full force and effect. Each party expressly represents and warrants to the other party that the person executing this Release on behalf of each respective party is duly authorized to execute this Release on behalf of such party and to bind such party hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed by their duly authorized representatives as of this 24h day March, 2000.

COMMONWEALTH ATLANTIC PROPERTIES INC., a Virginia corporation

Ву:_

Name: Richard I. Gilchri:

Title: Provident

J:\DATA\CLIENT\16\16843\013\RELEASE.AG6 02/09/00 10:25AM Sofferm.

Jeffy 1 Soffermer

COMMONWEALTH ATLANTIC LAND I INC., a Virginia corporation

By: Name: Richard I. Gilcher
Title: Resident & CEO

a Virginia corporation

COMMONWEALTH ATLANTIC LAND V INC.,

Diland Kiledus

Name: / Richard I. Gilch Title: President & CEO In Testimony Whereof, the United States of America, by and through the Secretary of the Interior, has executed on its behalf as of the date first hereinabove written as its free act and deed for the uses and purposes herein contained, and intending to be legally bound, has of the day and year first above written, caused these presents to be executed by Terry R. Carlstrom, Regional Director, National Capital Region, National Park Service, United States Department of the Interior, and does hereby constitute and appoint Terry R. Carlstrom, Regional Director, National Capital Region, National Park Service, United States Department of the Interior, as its true and lawful attorney-in-fact to acknowledge and deliver this Release as its free act and deed for the uses and purposes herein contained.

ATTEST

UNITED STATES OF AMERICA

TERRY R. CARLSTROM,

REGIONAL DIRECTOR, NATIONAL CAPITAL REGION, NATIONAL PARK SERVICE, DEPARTMENT OF THE INTERIOR

STATE OF VIRGINIA COUNTY OF ALEXANDRIA, to-wit: I, PATSY M. RICHALDS , a Notary Public in and for the state and county aforesaid, do hereby certify that RICHARD E GILCHRIST , as PRESIDENT Y CETO of COMMONWEALTH ATLANTIC PROPERTIES INC., whose name is signed to the foregoing document, personally appeared before me in my jurisdiction aforesaid and acknowledged the same on behalf of
such corporation.
GIVEN under my hand this 107H day of FEBRUARY, 2000.
My Commission expires: 12/3//03
STATE OF VIRGINIA COUNTY OF ALEXANDRIA, to-wit:
I, PATSY H. RICHARDS , a Notary Public in and for the state and county aforesaid, do hereby certify that RICHARD T. GILCHRIST , as PRESIDENT 4 CEO of COMMONWEALTH ATLANTIC LAND I INC., whose name is signed to the foregoing document, personally appeared before me in my jurisdiction aforesaid and acknowledged the same on behalf of such corporation.
GIVEN under my hand this 10771 day of FEBRUARY, 2000.

My Commission expires: 12/3//43

STATE OF VIRGINIA
COUNTY OF ALEXANDRIA, to-wit:
I, PATSY M. RICHARDS, a Notary Public in and for the state and county aforesaid, do hereby certify that
KICHARD I. GILCHRIST, as PRESIDENT & CET
of COMMONWEALTH ATLANTIC LAND V INC., whose name is signed to the foregoing document, personally appeared before me in my jurisdiction aforesaid and acknowledged the same on behalf of such corporation.
GIVEN under my hand this 10774 day of FEBRUARY 2000.
My Commission expires: $12/31/63$
STATE OF Washington COUNTY OF District Columbiato-wit: I, Julia S. Young, a Notary Public in and for the state and county aforesaid, do hereby certify that Terry R. Carlstrom as Regional Director of National Capital Region, National Park Service, Department of the Interior, whose name is signed to the foregoing document, personally appeared before me in my jurisdiction aforesaid and acknowledged the same. GIVEN under my hand this 24th day of March 2000.
My Commission expires: May 31, 2004

THIS AGREEMENT IS BEING RE-RECORDED TO FOLLOW THE DEED RE-RECORDED IMMEDIATELY PRIOR HERETO IN THE CHAIN OF TITLE.

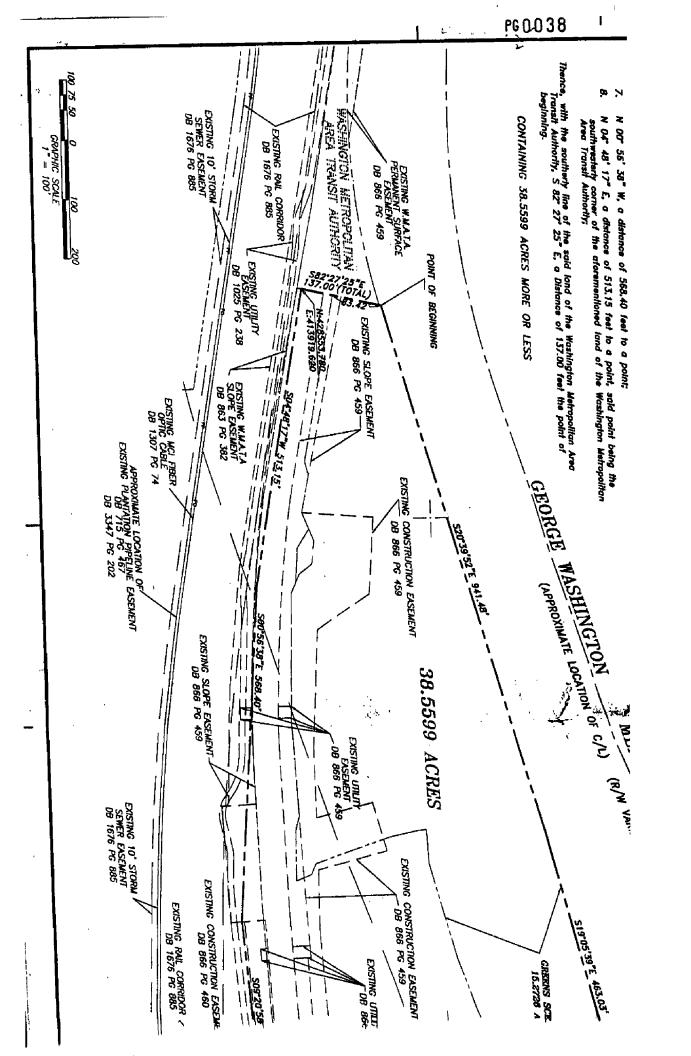
14

J·\DATA\CLIENT\16\16843\013\RELEASE.AG6 02/09/00 10:25AM

INSTRUMENT #000095341
RECORDED IN THE CLERK'S OFFICE OF ALEXANDRIA ON
MARCH 30, 2000 AT 10:33AM
EDWARD SEMONIAN, CLERK

PLAT ATTACHED

(DC)



POTOMAC GREENS

Beginning at a Point in the westerly right—of—way line of the George Washington Memorial Parkway (Properly of the United States of America), right—of—way width varies, eald point being the southeasterly corner of the land of the Washington Metropolihan Area Transit Authority:

s, with the said westerly right-of-way line of the George Washington Memorial Parkway, right-of-way width varies, the following six (6) courses:

S 20" 39" 52" E, a distance of 941.48 feet to a point;

S 14" 07' 52" S 19" 05" 39" E, a distance of 578.69 feet to a point; E, a distance of 463.03 feet to a point;

09" 07" 59" E, a distance of 442.66 feet to a point; E, a distance of 497.71 feet to a paint;

S 03° 53° 26° W, a distance of 263.16 feet to a point, said point being the northeasterly corner of the land of Abingdon Apartments Limited Partnership;

ce, departing the said George Washington Memorial Parkway and with the northerly line of the said land of Abingdon Apartments Limited Partnership and the northerly line of the land of Old Town Greens, N 85° 05° 25° W, a distance of 734.41 feet to a point, said point being an easterly corner of the land of Old Town Greens

NOTES:

- THE PROPERTY SHOWN HEREON IS LOCATED ON ASSESSMENT MAP NO. 35.00-3-1 AND IS ZONED CODITO.
- CURRENT OWNER IS COMMONWEALTH ATLANTIC PROPERTIES INC.

THE PROPERTY SHOWN HEREON IS LOCATED ON F.E.M.A. MAP COMMUNITY PANEL NO. 515519—00050, DATED, ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 500 TEAR FLOODPLAIN AND ZONE AE, AN AREA WITH BASE FLOOD ELEVATIONS DETERMINED.

ļμ



Thence, with the Easterly line of the said land of Old Town Greens ; The following eight (8) Courses: 05° 34° 22" W. a distance of 929.00 feet to a point:

1 14° 28° 08" W, a distance of 105.00 feet to a point: 30" 07' 58" W, a distance of 78.00 feet to a point; 21. 39, 22. # 05 03 24 58" W, a distance of 389.47 feet to a point: , a distance of 115.25 feet to a point; a distance of 365.17 feet to a point;

N 04° 48° 17" E, a distance of 513.15 feet to a point, said point being the southwesterly corner of the aforementioned land of the Washington Metropolitan Area Transit Authority: 00° 56° 38" W. a distance of 568.40 feet to a point:

GEORGE WASHINGTON -

Thence, with the southerty line of the said land of the Washington Metropolitan Area Transit Authority, 5 82" 27" 25" E, a Distance of 137.00 feet the point of beginning.

CONTAINING 38.5599 ACRES MORE OR LESS

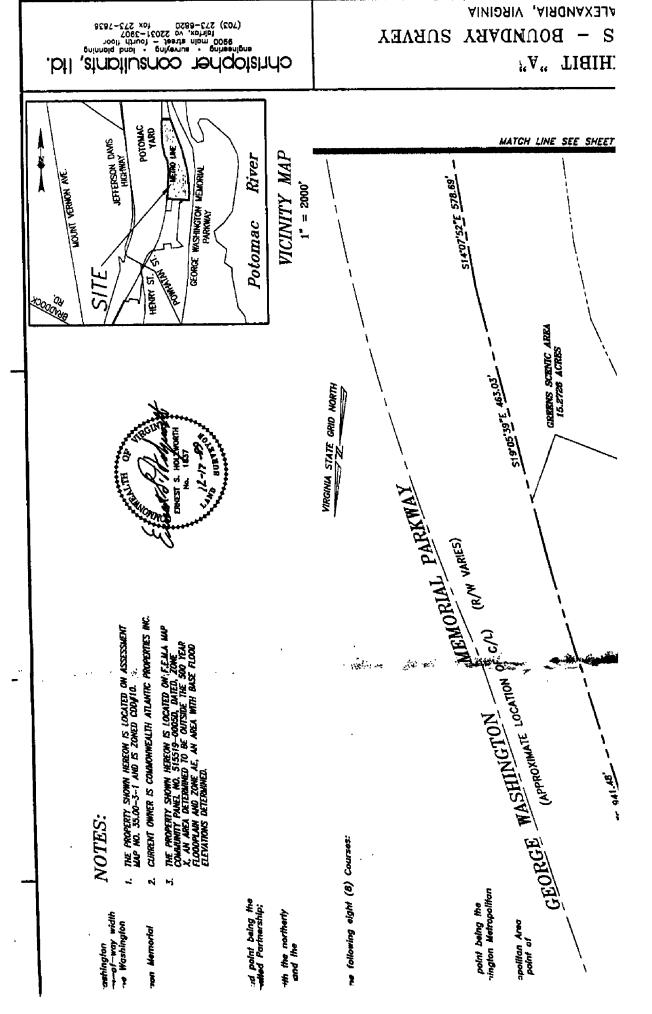
VIRGINIA STATE GRID NORTH

MEMORIAL PARKWAY

(APPROXIMATE LOCATION OF C/L) (R/W VARIES)

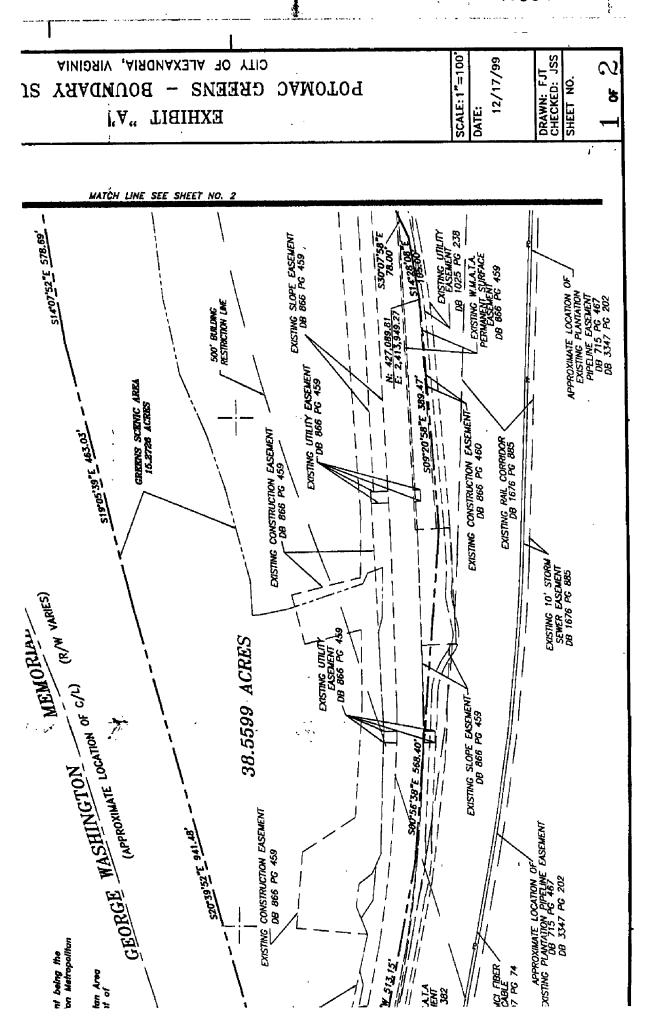
GREENS SI 15.2726

S20 39 52 E 941.48 - -



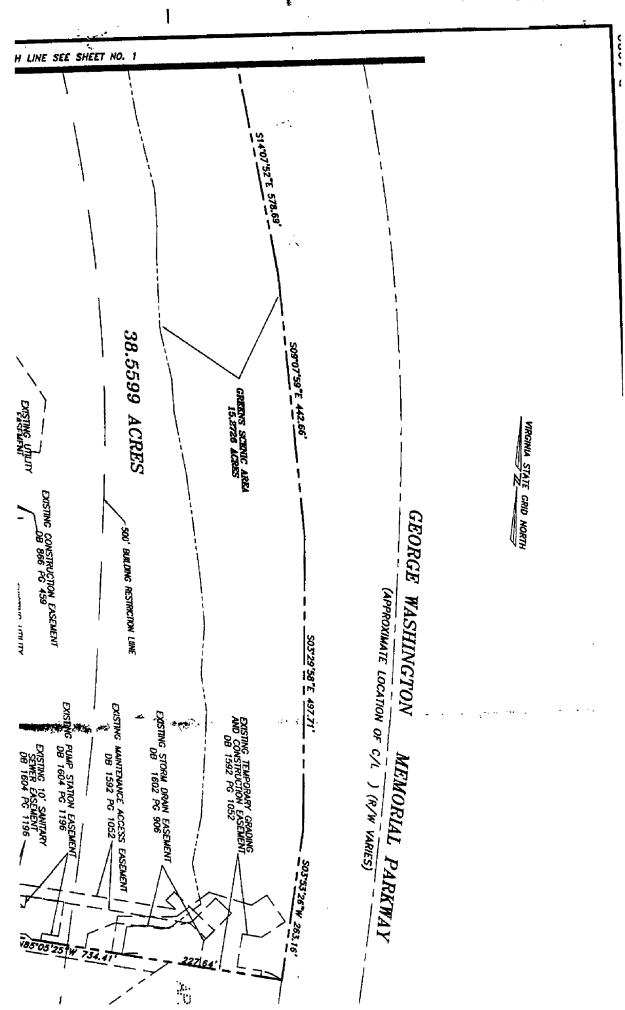
1.

PG N N 4 O



MATCH LINE SEE SHEET NO. EXISTING UTILITY EASEMENT DB 866 PG 459 EXISTING SLOPE EASEMENT DB 863 PG 382 SURFACE PASEMENT OB 863 PG 382 SLOPE EASEMENT DB 863 PG 382 EXISTING 10' STORM SEWER EASEMENT DB 1676 PG 885 SURFACE EASEMENT OB 863 PG 382 SEWER EASEMENT OB 1676 PG 885 38.5599 ACRES EXISTING 30' STORM SEWER EASEMENT DB 1676 PG 885 DB 866 Pd 459 2,414,089.38 EXISTING FOOTING/ EASEMENT DB 866 PG 459 L EXISTING RAIL CORRIDOR DB 1676 PG 885 EXISTING CONSTRUCTION EASEMENT DB 866 PG 459 EXISTING RAIL CORRIDOR DB 1676 PG 885 500' BUILDING RESTRICTION LINE EXISTING MCI FIBER -OPTIC CABLE DB 1307 PG 74 EXISTING UTILITY
EASEMENT
OB 866 PG 459 EXISTING SLOPE EASEMENT OB 866 PG 459 POOTING EASEMENT DB 866 PG 459 APPROXIMATE LOCATION OF APPROXIMATION PIPELINE EASEMENT DB 715 PG 467. DB 1025 PG 238 EXISTING INGRESS/EGRESS EASEMENT
DB 1604 PG 1196
EXISTING 10' FORCEMAIN EASEMENT
EXISTING 10' WATER COMPANY EASEMENT
EXISTING 10' WATER COMPANY EASEMENT
WATER COMPANY EASEMENT EXISTING PUMP STATION EASEMEN DB 1604 PG 1196 EXISTING MAINTENANCE ACCESS EASEMENT DB 1592 PG 1052 EXISTING STORM DRAIN EASEMENT DB 1602 PG 906 XISTING TEMPORARY GRADING EXISTING 10' SANITARY SEWER EASEMENT DB 1604 PG 1196 -EXISTING TEMPORARY OFF GRADING & CONSTRUCTION L OB 1592 PG 102# N85'05'25 W 425,522.63 2,414,031.49 27/6); () POTOL ٠,, ;

50-24/EXHIBITS



PGOD44

MEMORIAL PARKWAY (APPROXIMATE LOCATION OF C/L) (R/W VARIES) EXISTING STORM DRAIN EASEMENT DB 1602 PG 906 503-29 58 E 497.71 GEORGE WASHINGTON VIRGINIA STATE GRID NORTH

- BOUNDARY SURVEY HIBIL "A"

TEXANDRIA, VIRGINIA

Christopher consultants, 11d.

**Resident aureying that planning 1800 main ettrest - fourth floor 100 main ettrest - fourth floor 100 main ettrest - 1000 main ettrest

EXISTING MAINTENANCE ACCESS EASEMENT
DB 1592 PG 1052

500" BULLING RESTRICTION LINE

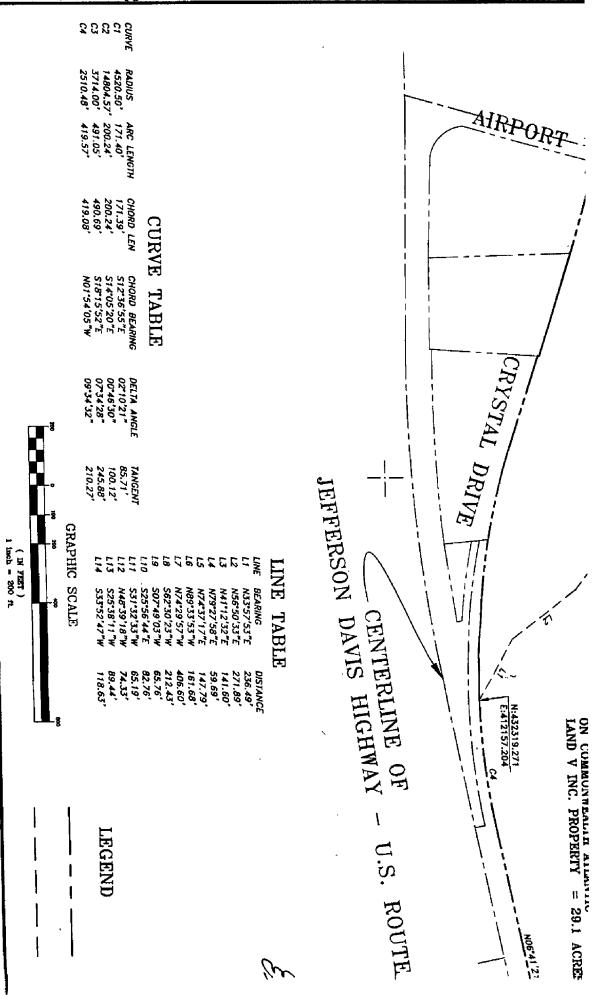
CRES

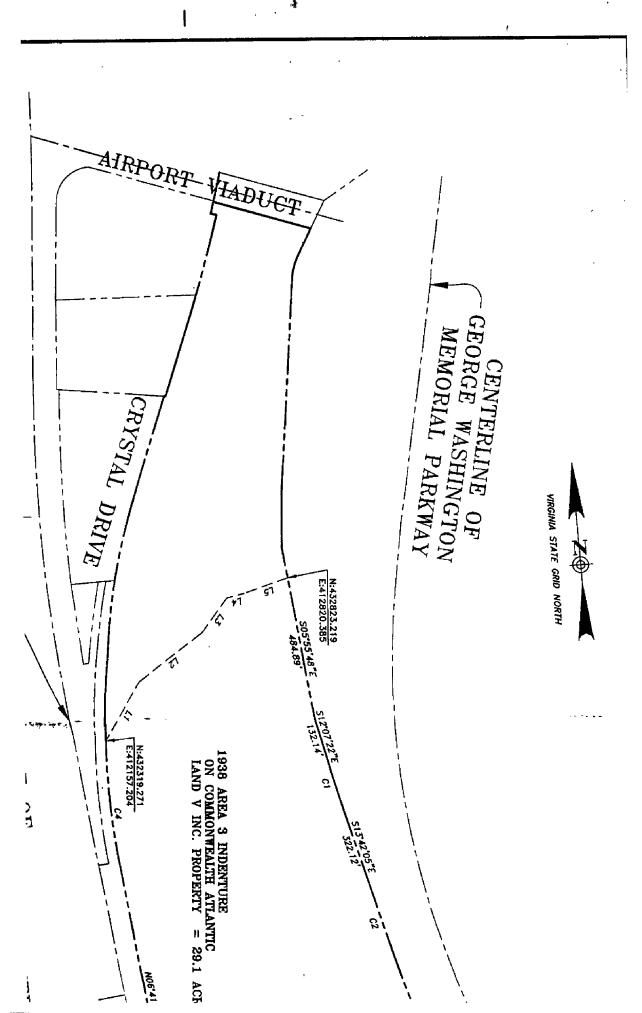
EXISTING PUMP STATION EASEMEN.

EXISTING CONSTRUCTION EASEMENT DB 866 PG 459

EXISTING 10" SANITARY

PG 0 0 4 5





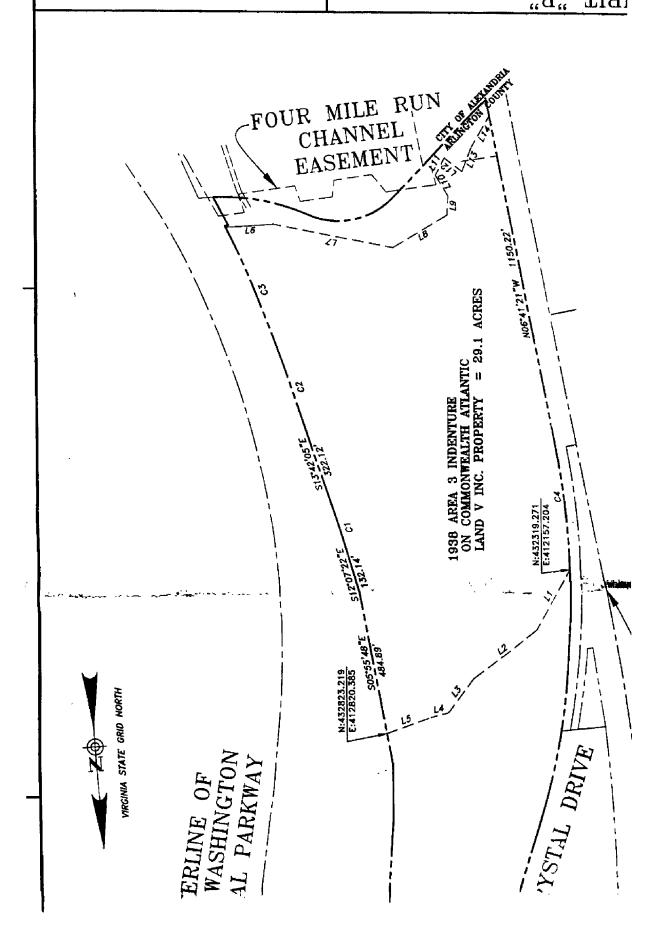
солиту, уівсімід **YELINGTON**

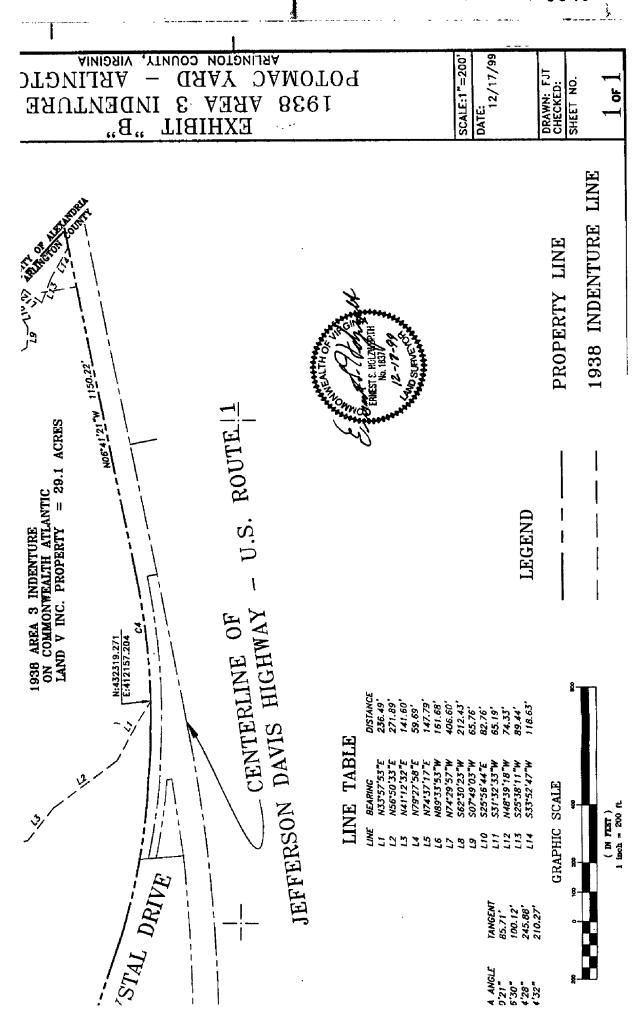
8287-ETS xot (703) 273-6820 folificx, vo. 22031-3907

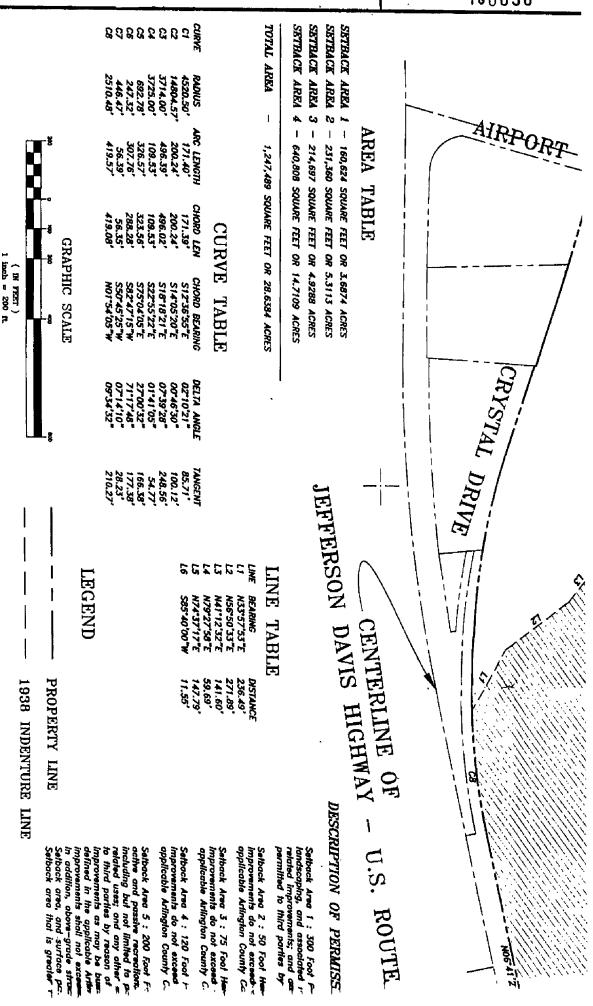
Christopher consultants Itd.

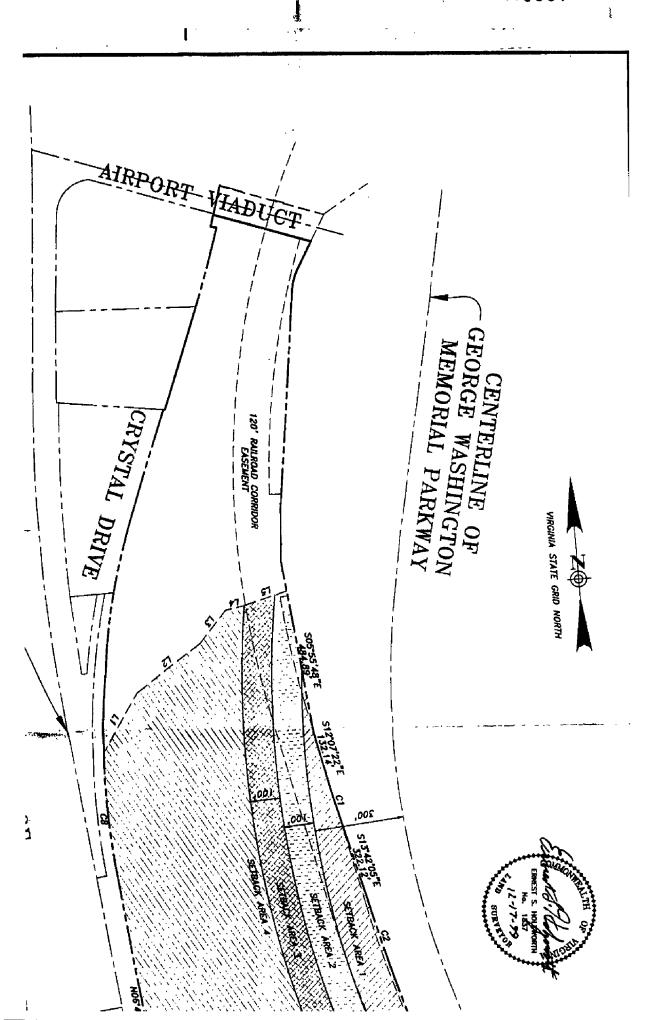
engineem - street - fourth floor

main street - fourth floor







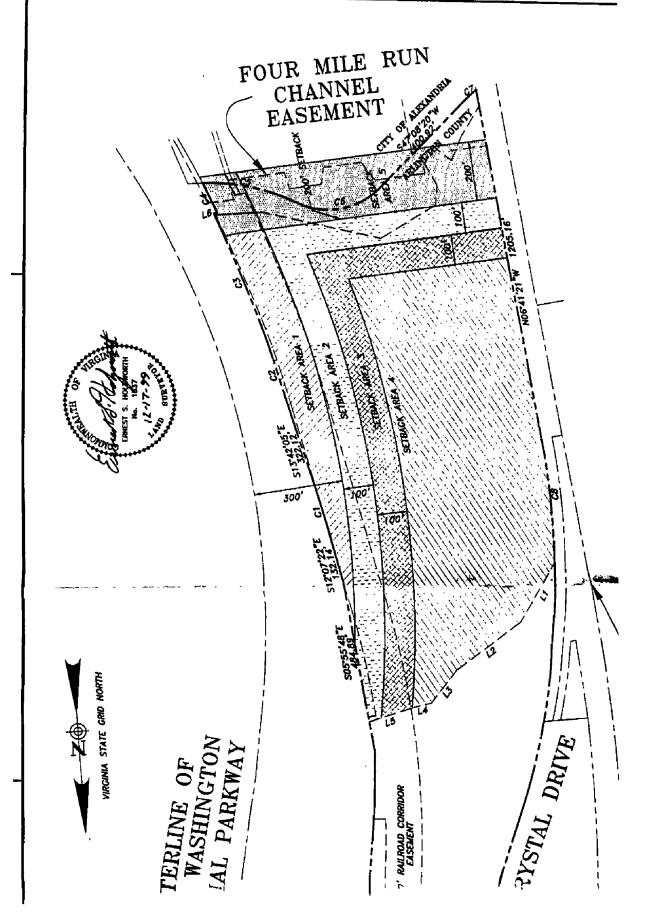


PG0052

RESTRICTIONS COUNTY, VIRGINIA

BIL "C"

Christopher Consultants Itd. **Parenting - Burneymg - Idra planting **Parenting - Idra planting **Par



· .	1	. –	
ARD - ARLINGT - RESTRICTIONS	EXI BOICDING PRINGTO	SCALE:1"=200" DATE: 12/17/99 DRAWN: FJT CHECKED: SHEET NO.	1 or 1
O SOOT MIZITION	DESCRIPTION OF PERMISSIBLE USES WITHIN SETBACK AREAS serback Area 1:300 Foot Parkway Selback: No uses except: roads, parking landscaping, and associated improvements; railroad tracks and other railroad improvements; and any other existing uses in the Selback area or uses permitted to third parties by reason of existing easements or other agreements. Selback Area 2:50 Foot Height Limit Selback: All uses permissible so long as improvements do not exceed a height limit of 50 feet as defined in the applicable Arlington County Codes. Selback Area 3:75 Foot Height Limit Selback: All uses permissible so long as improvements do not exceed a height limit of 75 feet as defined in the	setback Arlington County Codes. Setback Area 4: 120 Foot Height Limit Setback: All uses permissible so long as improvements do not exceed a height limit of 120 feet as defined in the applicable Arlington County Codes. Setback Area 5: 200 Foot Four Mile Run Setback: No uses except: uses relating to soithe and passive recreation, park, parking, and open space purposes, acities and including but not limited to partitions, gazebos, relatify-fasturant facilities, and related uses; and any other existing uses in the Setback area or uses permitted to third parties by reason of existing assements or other agreements. Such improvements as may be built shall not exceed a height limit of 30 feet as defined in the applicable Artington County Codes, and above-grade area, improvements shall not exceed an area coverage of 30% of the Setback area, in addition, above-grade structured parking shall not be permitted in the Setback area, and surface parking shall be permitted only in the portion of the Setback area, than 100 feet from Four Mile Run.	LINE
	CENTERLINE OF ON DAVIS HIGHWAY INE TABLE SEARCH DISTANCE NSSTSTE 236.49' NSSSO337E 236.49' NSTSTSTE 236.49' NSTSTSTE 236.49' NSTSTSTE 236.49' NSTSTSTE 236.49' NSTSTSTE 236.49'	LEGEND LA N7927'58"E 59.69" LE S85'40'00"W 11.55" LEGEND PROPERTY LINE	— — 1938 INDENTURE
STAL DRIVE	JEFFI	TANGENT 85.71 100.12' 248.56' 54.77' 166.38' 177.38' 28.23' 210.27'	
STAL		ANGLE)'21")'21")'28")'32" ('10" ('32"	

22.74/38_36_#1/D_PD4wnwe

NE
TABLE

BEARING

DISTANCE

TINE

DISTANCE

					,			
					135.25	S16"47"55"E	121	
		48.57'	S04°45'58"W	141	114.61	S28"39"17"E	120	
		28.77'	S80"12"56"W	140	91.68	S24'05'12"E	617	
	-	43.38	N87"45"06"W	1.39	163.21	S19"49"15"E	L18	
		58.18'	548"08"19"W	L38	58.75'	S07"59"19"E	L17	
		71.17	S15"45"24"E	137	11.85	NB0"39"14"E	116	
		83.01'	S06"31"15"W	136	48.99	N72*57'16*E	115	
	-	179.59'	S00"56"16"E	1.35	134.27	N65°56'45"E	114	
		63.49'	S12"14"37"E	134	20.30	N18"27"41"E	113	
	. -	81.18	S00"18'10"W	L33	27.08'	N63'49'46"E	L12	
	AREA.	81.04	S08'36'47"E	1.32	86.16	S04'21'37"E	111	
	OF WHICH 15,2726 ACRES COMPRISE THE SCENIC FASEMENT	180.51	S10"59"59"E	LSI	25.50	S09.39'10"W	110	
فمعهم		107.00'	S14.27.56"E	1.30	169.89	S07-52'09"E	1.9	
نائد الماران الماران	ELEVATIONS DETERMINED.	56.86'	S07"17"32"E	129	209.50	S03"37"53"E	18	
•41	STONDOLLE AND TOUGHT IN BE LOUISING THE SAME FROM	84.77"	S16"41"09"E	1.28	20.41	S18-12'33"W	IJ	
***	COMMUNITY PANEL NO. 515519-00050, DATED, ZONE	125.73'	506'08'56"E	127	59.31	S00°31'51"E	76	
	3. THE PROPERTY SHOWN HEREON IS LOCATED ON F.E.M.A MAP	51.46'	S02'09'33"E	126	36.92'	S27-48'18"W	15	
\ \	MC.	62.08'	S07'20'18"E	125	29.36'	S27'07'09"E	7	
	2. CURRENT OWNER IS COMMONWEALTH ATLANTIC PROPERTIES	126.95'	S17"08'40"E	124	64.05	S06'31'12"W	Ŀ	
	MAP NO. 35.00-3-1 AND IS ZONED CODFIO.	92.27'	S15'01'42"E	123	24.41	S18"27"28"E	£	
	1. THE PROPERTY SHOWN HEREON IS LOCATED ON ASSESSMENT	125.32'	S11°27'45"E	122	287.70	SO5*38'40"W	11	

GEORGE WASHINGTON OF C/L) (R/W VARIES)

GREENS SI 15.2728



<u> PG0056</u>

EXANDRIA, VIRGINIA IVC CKEENS AREA **VELOPMENT** HBIL "D"

١

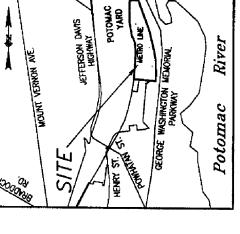
ID NORTH

TINE SEE SHEEL NO. 3

Christopher Consultation (703) 273–6820 fax 273–7636 (703) 273–6820 fax 273–76307

POTOMAC YARD JEFFERSON DAVIS HIGHWAY River MOUNT VERNON AVE GEORGE WASHINGTON MEMORIAL PARKINAY Potomac , MINING 400000A

VICINITY MAP 1" = 2000'



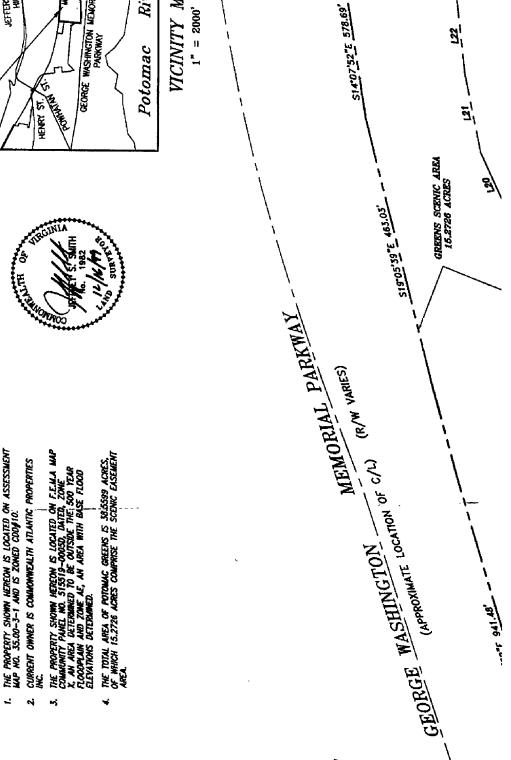


NOTES:

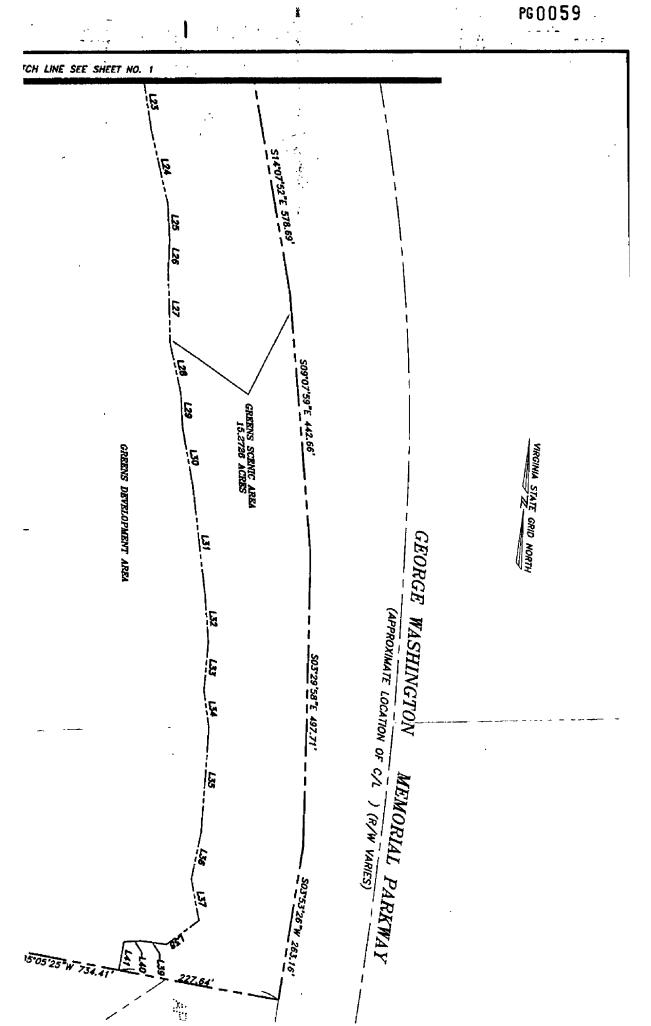
w;

25.32 25.27 25.38 5.2.08 5.2.08 3.3.46 3.3.51 5.3.46 5.3.4





' '			1		
OF ALEXANDRIA, VIRGINIA	CIL		,00 66	15S	ત્ર
OLOWAC GREENS	I		SCALE: 1"=100 DATE: 12/16/99	2 i S	
S DEVELOPMENT AREA	CKEEN		12 E	DRAWN: F. CHECKED: SHEET NO	8
EXHIBIL "D"	. ~		SCALE DATE:	DRAWN: FJT CHECKED: 35 SHEET NO.	7
			, 		
					l
MATCH LINE SEE SHEET NO. 2					- 1
S14'07'52"E 578.69' -	AREA	1.81 19.27 14.28.08."E			
7 2,	 Greens developwent area	7.088 11.3,9			ı
\ \	MOOI	17. E. 2,42			
GREENS SCENIC AREA 15.2728 ACRES 15.2728 ACRES	DEVE	N S09'20'58"E 389.47			
CORES TO	- SA	[편]			ŀ
3.05'	GRE	20,28			
15.25. 15.26. 146. 146.		808			ı
, g , g ,		1 1			
S19'05'39"E, 463.03" S19'05'39"E, 463.03" GREENS SCEN		i			
,		}			
,	1	.132			
\)	32 1			
/ARIES)	115115	1 1			
1/2	, j	97			
MEMORIAL OF C/L) (R/W VA	7				
WASHINGTON OF C/L) (APPROXIMATE LOCATION OF C/L) (APPROXIMATE LOCATION OF C/L)		3,			
E /2		i 1			
7/5 !					
		04.			
Ž/ g /		18 500'56'38'E 568.40'			
		87			
		100.			
RGE WASHIN		3)			
III		1 1			
<i>크</i>		97			
% <u>[</u>]%		X /			
		3	•		
GEORGE WASHINGTON GEORGE WASHINGTON (APPROXIMATE LOCATIC) in			
NORTH NORTH		7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7			
\$ III \	1	/ গ্র			l

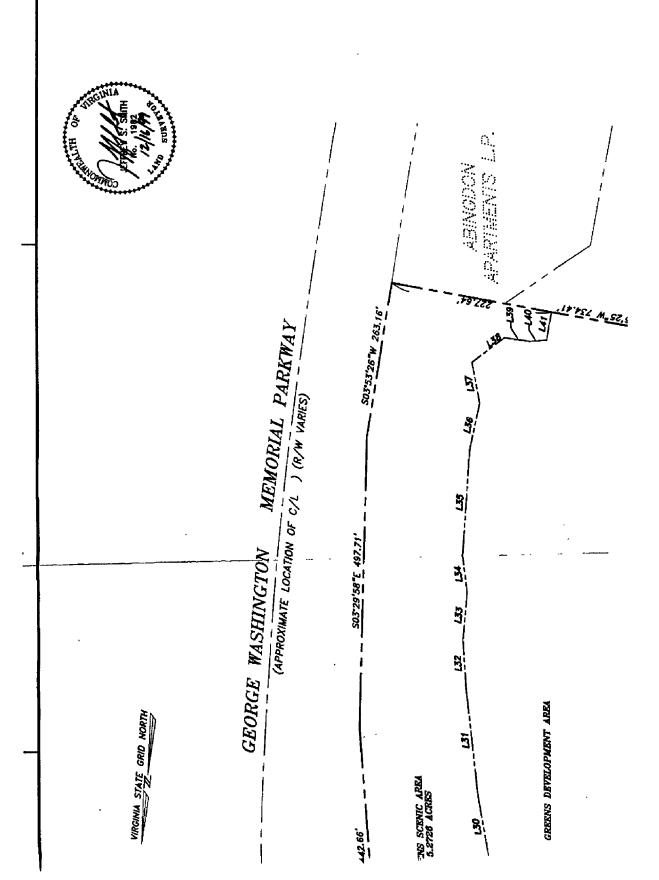


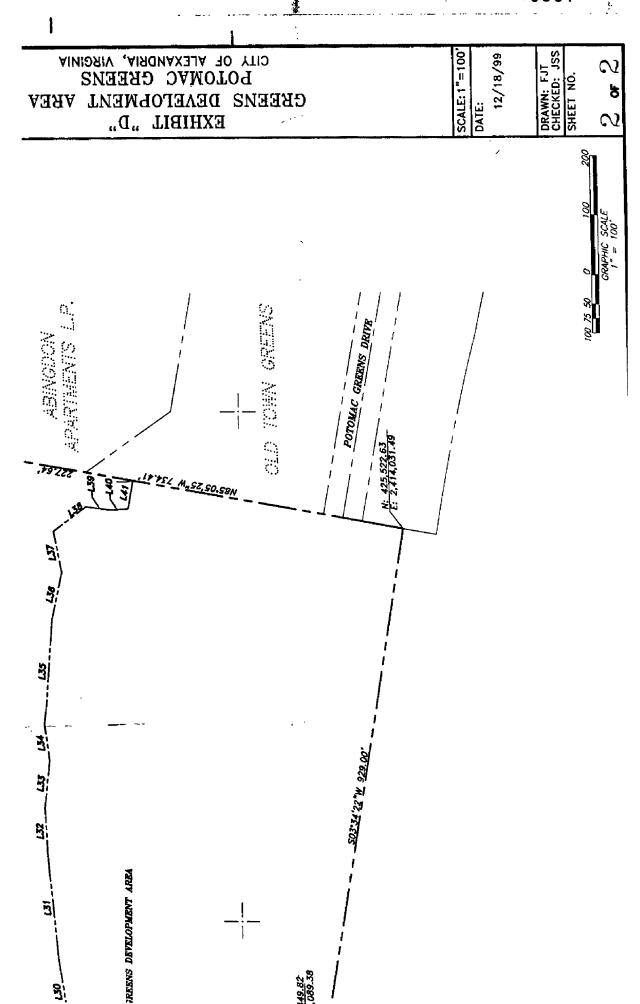
PG0060

HIBIT "D"

HIBIT "D"

Christopher consultants, Itd. engineering + surveying + touch froor geom make street - fourth froor (correct, va 22031-3907 (correct) 273-7636





PG 0 0 6 1

ATTACHMENT D:

2004 Dedication of Underlying Property to City of Alexandria, Title Document 050027503

Prepared by and return to:
McGuireWoods, LLP
1750 Tysons Boulevard, Suite 1800
McLean, Virginia 22102
Attn: Jonathan P. Rak, Esquire

Tax Map No 035.02-02-01

Corrected

<u>DEED OF SUPPLEMENTARY DECLARATION, DEDICATION, SUBDIVISION, EASEMENTS AND RELEASE</u>

THIS DEED OF SUPPLEMENTARY DECLARATION, DEDICATION, SUBDIVISION, EASEMENTS AND RELEASE (the "Deed") is made this day of December 2004, by HOMES AT POTOMAC GREENS ASSOCIATES LIMITED PARTNERSHIP, a Virginia limited partnership ("Homes") (Grantor); POTOMAC LAND, L.C., a Virginia limited liability company ("Land") (Grantor); POTOMAC GREENS ASSOCIATES LLC, a Virginia limited liability company ("Associates" or "Declarant") (Grantor); TRSTE, INC., a Virginia corporation, Trustee, ("Trustee") (Grantor); WACHOVIA BANK, N.A., Beneficiary ("Beneficiary") (Grantor); THE CITY OF ALEXANDRIA, VIRGINIA, a municipal corporation of Virginia ("City") (Grantee) and the POTOMAC GREENS HOMEOWNERS ASSOCIATION, INC. ("Association").

RECITALS

- R.1. Homes is the owner of certain real property situate in City of Alexandria, Virginia, known as Blocks C, D, F, H, L, N, P, Q and T POTOMAC GREENS, being part of that certain property with tax map number 035.02-02-01 (the "Homes Property"), as shown on the plat attached hereto and incorporated herein by this reference (File No. 1744-02-002-FINAL-RP-BASE), dated November 17, 2003, and revised through August 3, 2004 entitled "PLAT OF SUBDIVISION POTOMAC GREENS," and prepared by Bowman Consulting of Alexandria, Virginia (the "Plat"), having acquired the Homes Property by deed recorded in Instrument No. 030040396, among the land records of the City of Alexandria, Virginia ("Land Records").
- R.2. Land is the owner of certain real property situate in City of Alexandria, Virginia, known as Blocks E, G, J, M, O, R, S, U, V and W POTOMAC GREENS, being part of that certain property with tax map number 035.02-02 11 (the "Land Property"), as shown on the Plat, having acquired the Land Property by deed recorded in Instrument No. 030040397, among the Land Records.
- R.3. Associates is the owner of certain real property situate in City of Alexandria, Virginia, known as Blocks A, B and K POTOMAC GREENS, being part of that certain property with tax map number 035.02-02-01 (the "Associates Property"), as shown on the Plat, having acquired the Associates Property by deed recorded in Instrument No. 030040390, among the Land Records.

*This Deed is being re-recorded to replace the signature page for the Association.

AN! RECORD ONLY ONE SET OF PLATS.

- R.4. The Homes Property is subject to the lien of a certain Deed of Trust dated September 22, 2003 and recorded September 30, 2003 in Instrument No. 030040399, among the Land Records ("Homes Deed of Trust"), wherein the Homes Property was conveyed to the Trustee, in trust, to secure the repayment of a certain indebtedness payable unto the Beneficiary, as more specifically set forth therein.
- R.5. The Land Property is subject to the lien of a certain Deed of Trust dated September 22, 2003, and recorded September 30, 2003 in Instrument No. 030040400, among the Land Records ("Land Deed of Trust"), wherein the Land Property was conveyed to the Trustee, in trust, to secure the repayment of a certain indebtedness payable unto the Beneficiary, as more specifically set forth therein.
 - R.6. The Associates Property is not subject to the lien of any Deed of Trust.
- R.7. Homes, Land and Associates are sometimes hereinafter collectively referred to as "Owners".
- R.8. The Homes Property, Land Property and Associates Property are sometimes hereinafter collectively referred to as the "Property".
- R.9. It is the desire and intent of the Owners to subdivide the Property into lots and parcels, and to dedicate, grant, and convey a portion of the Property for public street purposes in accordance with this Deed of Dedication, Subdivision, Easements, Release and Subordination and the Plat.
- R.10. It is the desire and intent of the Owners to dedicate, grant and convey a portion of the Property to the City for the purpose of constructing a future Washington Metropolitan Area Transit Authority Metrorail Station at Potomac Yard and any other ancillary purpose in accordance with this Deed of Dedication, Subdivision, Easements and Release.
- R.11. It is the desire and intent of the Owners to dedicate, grant and convey a portion of the Property to the City for the purpose of constructing a Pedestrian Bridge Landing in accordance with this Deed of Dedication, Subdivision, Easements and Release.
- R.12. It is the desire and intent of the Owners to dedicate, grant and convey a portion of the Property to the City for public park and/or open space purposes in accordance with this Deed of Dedication, Subdivision, Easements and Release.
- R.13. It is the desire and intent of the Owners to reserve a water line easement over a portion of the Property dedicated to the City in accordance with this Deed of Dedication, Subdivision, Easements and Release.
- R.14. It is the desire and intent of the Owners to reserve an access road easement over a portion of the Property dedicated to the City in accordance with this Deed of Dedication, Subdivision, Easements and Release.

DODGERS

- R.15. It is the desire and intent of the Owners to reserve a blanket temporary construction easement over the Property dedicated to the City in accordance with this Deed of Dedication, Subdivision, Easements and Release.
- R.16. It is the desire and intent of the Owners to reserve the right to grant future utility easements over a portion of the Property dedicated to the City in accordance with this Deed of Dedication, Subdivision, Easements and Release.
- R.17. The Property is subject to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions of Potomac Greens dated recorded September 15, 2004 in Instrument No. 040038501 among the Land Records (the "Declaration").
- R.18. In accordance with Article II, Section 3 of the Declaration, the Declarant, as declarant under the Declaration and owner of the Associates Property, desires to withdraw a portion of the Associates Property from the Declaration.

NOW, THEREFORE, WITNESSETH:

INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated into this Deed by this reference as if set forth herein in their entirety.

SUPPLEMENTARY DECLARATION

That for and in consideration of the premises and the sum of Ten Dollars (\$10.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, Declarant, in accordance with Article II, Section 3 of the Declaration, does hereby withdraw Block B, POTOMAC GREENS from the Declaration.

STREET DEDICATION

That for and in consideration of the premises and the sum of Ten Dollars (\$10.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Owners, as to their respective interests, if any, do hereby dedicate to public street purposes and convey to the City, in fee simple, the 294,562 square feet (6.76221 Acres) of the Property labeled on the Plat as "CARPENTER ROAD (HEREBY DEDICATED)", "BRACEY LANE (HEREBY DEDICATED)", "ROSE SQUARE (HEREBY DEDICATED)", "MILLER LANE (HEREBY DEDICATED"), "DAY LANE (HEREBY DEDICATED)", and "LYLE LANE (HEREBY DEDICATED)" subject to the following conditions:

1. Owners hereby reserve unto themselves a grading and temporary construction easement for the purpose of performing construction and grading work and other activities on, through and across that portion of the Property hereby dedicated to the City in order to develop

the Property in accordance with the final site plan. Said grading and temporary construction easement shall automatically terminate upon the completion of development of the project.

2. Owners hereby reserve unto themselves and/or for the benefit of their successors and/or assigns that certain water line easement as more particularly set forth below and defined as the "Water Line Easement."

RESERVATION OF FIRE SPRINKLER WATER LINE EASEMENT

That for and in consideration of the premises and the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owners, as to their respective interests, if any, do hereby reserve unto themselves and unto the Association, their agents, successors and/or assigns, as applicable, a non-exclusive water line easement and right-of-way for the purpose of constructing, operating, maintaining, or altering present or future fire sprinkler water mains and individual lot service lines, including fire hydrants, valves, meters, building service connections, and other appurtenant facilities, collectively the ("Fire Sprinkler System") for the transmission and distribution of water through, upon, and across the Property, including but not limited to that portion of the Property hereinabove dedicated to the City for public street purposes (the "Water Line Easement").

The non-exclusive Water Line Easement is subject to the following conditions:

- 1. The Fire Sprinkler System which is installed in the easement and right-of-way shall be and remain the property of the Association, their successors and/or assigns.
- 2. The Association, Owners and their respective agents or assigns shall have full and free use of the easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the easement and right-of-way and the right to use adjoining land of the City where necessary; provided, however, that this right to use adjoining land of the City shall be exercised only during periods of actual construction or maintenance and subject to the City's right-of-way permitting process, including any bonds required as part of the permitting process, and further, this right shall not be construed to allow the Association or Owners to erect any building, structure or facility of a permanent nature on such adjoining land of the City.
- 3. The Association, Owners and their respective agents or assigns shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the easement and right-of-way being conveyed, deemed by it to interfere with the proper construction, operation and maintenance of said Fire Sprinkler System; provided, however, that the Association or Owners, as applicable, at their own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the repaving of the roadways and reconstruction of sidewalks, if any, within the easement and right-of-way. However, no trees, shrubbery, fences, structures or other obstructions or facilities within the travel, parking, curb or sidewalk portion or other public right of way of the Property hereinabove dedicated to the City for public street purposes (the "Public Way") shall be trimmed, cut or removed without the prior approval of the City.

- 4. The City reserves the right to construct and maintain roadways, sidewalks and parking areas over the easement and right-of-way within the Public Way and to make any use of the easement within the Public Way which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easement and right-of-way by the Association and Owners for the purposes named.
- 5. That portion of the Fire Sprinkler System located within in the Public Way shall be constructed in a location as is or to be approved by the City as part of the Potomac Greens Final Site Plan approval.
- In accordance with the terms and conditions of the Declaration and set forth 6. herein, the Association shall be responsible for the maintenance on the Fire Sprinkler System. As to that portion of the Fire Sprinkler System located within the Public Way, such maintenance may be performed by the Association from time to time without prior approval of the Director of Transportation and Environmental Services (the "Director") so long as neither the portion of the Fire Sprinkler System being worked on, nor any of the equipment or workers involved in such maintenance are located in the Public Way. At least thirty (30) days prior to performing maintenance on any Fire Sprinkler System located within the Public Way, Association shall (i) inform the Director in writing of the location at which it intends to perform such maintenance, (ii) provide whatever other information reasonably requested by the Director relating to such maintenance, and (iii) obtain either a verbal or written approval of such maintenance from the Director. In performing such maintenance, Association shall comply with all requirements established by the Director as set forth herein. The Association shall maintain in good and safe condition all Fire Sprinkler System placed within the Public Way, and shall, in connection with any such maintenance, comply with all applicable laws and regulations.
- 7. If, in the course of the construction, maintenance, operation, and/or removal of the Fire Sprinkler System located within the Public Way, Association damages any pavement, street, alley, sidewalk, sewer, water or other public pipe, public ground or any other public property, real or personal located within the Public Way, Association shall promptly repair the same at its own cost and expense. If Association shall default in this obligation, City may cure the default itself, and may charge to Association the reasonable cost it incurs in curing the default; provided, that prior to performing any work to cure a default, City shall give Association written notice of the default and a period of five (5) business days from the date of such notice in which to initiate action to cure the default and a period of thirty (30) days in which to complete the cure; provided further, that these 5-day and 30-day periods will be extended by the Director for a reasonable amount of time if a cure of the default cannot reasonably be commenced, or the default cannot reasonably be cured, within such periods respectively, and Association has diligently pursued commencement of, or completion of, a cure during the period, as applicable.

Notwithstanding the provisions of the preceding paragraph, if the Director determines, in his sole and reasonable discretion, consistent with applicable law, that the damage, as described in the preceding paragraph, threatens the public health or safety, City may commence the repair of the damage and assess its costs upon Association, as provided in the preceding paragraph; provided, that, prior to commencing such repair work, City shall make a reasonable effort to

provide Association with telephonic notice and an opportunity to immediately repair the damage itself. In the event Association is unable to, or otherwise fails to, immediately repair the damage and City performs the repair work, City shall, immediately upon completion of the work, provide Association with written notice of the work it has performed, and also shall, reasonably soon after the completion of the work, provide Association with a statement of the reasonable cost City incurred in performing the work.

- 8. (a) Until such time as Water Line Easement is vacated or otherwise is mutually agreed to by the City and Association, Association shall obtain and maintain commercial general liability insurance in an amount not less than \$1,000,000 combined single limit coverage with \$1,000,000 general aggregate coverage, covering the Public Way and operations and including personal injury, completed operations, contractual liability, independent contractors and products liability. City shall be named as an additional insured on the liability policy.
- (b) Until such time as Water Line Easement is vacated or otherwise is mutually agreed to by the City and Association, the Association shall require their contractor to obtain and maintain Virginia statutory workers compensation coverage, including Virginia benefits and employers' liability with limits of \$100,000/\$100,000/\$500,000. The general aggregate limits shall apply to all facilities and activities related to the Water Line Easement.
- (c) Prior to the start of any construction, Association shall provide or cause to be provided to the Director a certificate of insurance that demonstrates, to the reasonable satisfaction of the Director, that the Association or contractor, as applicable, has in force the coverages required above, including contractual liability coverage, and that City is an additional insured for purposes of the commercial general liability coverage.
- 9. Except for any acts or omissions of gross negligence or willful misconduct, the City shall not be responsible for the damage to the Fire Sprinkler System located within the Public Way during the City's repair, maintenance, or replacement of (i) the Public Way or (ii) any public facilities or utilities located within the Public Way. In the event of such damage, for any reason whatsoever, the City shall immediately notify Association of such damage. In the event such damage is due to the gross negligence or willful misconduct of the City, its officers, employees and agents, the City shall promptly repair the same at its own cost and expense. If City shall default in this obligation, Association may cure the default itself, and may charge the City, the reasonable cost it incurs in curing the default; provided, that prior to performing any work to cure a default, Association shall give City written notice of the default and a period of five (5) business days from the date of such notice in which to initiate action to cure the default and a period of thirty (30) days in which to complete the cure; provided further, that these 5-day and 30-day periods will be extended by the Association for a reasonable amount of time if a cure of the default cannot reasonably be commenced, or the default cannot reasonably be cured. within such periods respectively, and City has diligently pursued commencement of, or completion of, a cure during the period.
- 10. (a) Association shall indemnify and hold harmless City and all of its officers, employees and agents from and against all suits, actions, causes of action, damages, claims,

liability and expenses (including court costs and attorney's fees) resulting from or arising out of any bodily injury, death or property damage (including injury, death or damage, or other losses, sustained by City or any of its officials, employees and agents) caused, in whole or in part, by any act or omission of the Association or its employees, officers, contractors, agents or servants relating to or involving the construction, maintenance or removal of facilities, or otherwise relating to the Fire Sprinkler System located within the Public Way, or by any other act or omission by such persons relating to the Fire Sprinkler System located within the Public Way, except to the extent that such bodily injury, death or property damage, or losses, are caused by the gross negligence or willful misconduct of City or any of its officers, employees and agents.

- (b) City shall indemnify and hold harmless Association and all of its officers, employees and agents from and against all suits, actions, causes of action, damages, claims, liability and expenses (including court costs and attorney's fees) resulting from or arising out of any bodily injury, death or property damage (including injury, death or damage, or other losses, sustained by Association or any of its officials, employees and agents) caused, in whole or in part, by any gross negligent act or omission or willful misconduct of the City or its employees, officers, contractors, agents or servants relating to the City's repair, maintenance, or replacement of the Public Way or any public facilities or utilities located within the Public Way.
- (c) If a suit or action for which City and its officers, employees and agents are entitled to be indemnified and held harmless under subsection (a) shall be brought against the City or one or more of its officers, employees or agents, either individually or jointly with Association, Association shall defend, indemnify and hold harmless the City and the sued officers, employees and agents at the sole cost and expense of Association. The City shall promptly provide the Association with written notice of the commencement of any such suit or action. The Association shall conduct the defense of such suit or action, subject to the City's approval, which shall not be unreasonably withheld or delayed. The City may also participate in this defense directly, at its own expense.
- (d) If a final judgment is obtained against City or one or more of its officers, employees or agents in a suit or action, either independently or jointly with Association, for which City and its officers, employees and agents are entitled to be indemnified and held harmless under this section, Association shall pay every judgment, including all costs and attorneys' fees, entered against City and any of its officers, employees and agents.
- (e) The Association shall be entitled to settle a claim brought in a suit or action for which City and its officers, employees and agents are entitled to be indemnified and held harmless under subsection (a), provided that the Association must obtain the prior written approval of City for any settlement of such claims against the City, which approval shall not be unreasonably withheld or unreasonably delayed.
- (f) If a suit or action for which Association and its officers, employees and agents are entitled to be indemnified and held harmless under subsection (a) shall be brought against the Association or one or more of its officers, employees or agents, either individually or jointly with City, City shall defend, indemnify and hold harmless the Association and the sued officers, employees and agents at the sole cost and expense of City. The Association shall promptly

provide the City with written notice of the commencement of any such suit or action. The City shall conduct the defense of such suit or action, subject to the Association's approval, which shall not be unreasonably withheld or delayed. The Association may also participate in this defense directly, at its own expense.

- (g) If a final judgment is obtained against Association or one or more of its officers, employees or agents in a suit or action, either independently or jointly with City, for which Association and its officers, employees and agents are entitled to be indemnified and held harmless under this section, City shall pay every judgment, including all costs and attorneys' fees, entered against Association and any of its officers, employees and agents.
- (h) The City shall be entitled to settle a claim brought in a suit or action for which Association and its officers, employees and agents are entitled to be indemnified and held harmless under subsection (b), provided that the City must obtain the prior written approval of Association for any settlement of such claims against the Association, which approval shall not be unreasonably withheld or unreasonably delayed.
- 11. Notwithstanding any other provision contained in this Deed, in no event shall either party be liable for any special, incidental, consequential, indirect, or exemplary damages.
- 12. Nothing in this Deed is intended to or shall affect City's authority to acquire facilities located in the Public Way pursuant to condemnation proceedings or otherwise pursuant to law.
- 13. Within a reasonable time following the completion of construction of the Fire Sprinkler System, Association shall diligently pursue the registration of the Fire Sprinkler System with Miss Utility.

SUBDIVISION

That for and in consideration of the premises and the sum of Ten Dollars (\$10.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Owners, as to their respective interests, do hereby subdivide the Property, containing 38.55992 acres (1,679,670 square feet), into lots, to be known as Lots 1 through 227, inclusive, POTOMAC GREENS, and into parcels to be known as Parcels A-1 through A-11, inclusive, Parcel B-1, and Parcels F through H, inclusive, Parcels J through M, inclusive, Parcel P and Parcel U POTOMAC GREENS in accordance with the Plat.

SUPPLEMENTARY DECLARATION

That for and in consideration of the premises and the sum of Ten Dollars (\$10.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, Declarant, in accordance with Article II, Section 3 of the Declaration, does hereby withdraw Parcel A-1, A-9 and A-10 POTOMAC GREENS from the Declaration.

000842

DEDICATION FOR FUTURE METRORAIL

That for and in consideration of the premises and the sum of Ten Dollars (\$10.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Owners, as to their respective interests, if any, do hereby dedicate Parcels A-9 to the City for the purpose of constructing that certain future Washington Metropolitan Area Transit Authority Metrorail Station at Potomac Yard and any other ancillary purpose subject to the following conditions:

- 1. Owners hereby reserve unto themselves a grading and temporary construction easement for the purpose of performing construction and grading work and activities on, through and across that portion of the Property hereby dedicated in order to develop the Property in accordance with the final site plan as approved by the City. Said grading and temporary construction easement shall automatically terminate upon the completion of development of the project.
- 2. Owners hereby reserve unto themselves the right to grant future utility easements for the purpose of installing all necessary utilities on, through and across that portion of the Property hereby dedicated in order to develop the Property in accordance with the final site plan as approved by the City. The granting of such future utility easements shall be subject to the prior written approval of the Director of Planning and Zoning and the Director of Transportation and Environmental Services which such approval shall not be unreasonably withheld, conditioned or delayed.
- 3. The land hereby dedicated shall remain as open space until such time as development work begins for the construction of the proposed metrorail station.

DEDICATION FOR PUBLIC PARK AND/OR OPEN SPACE USE

That for and in consideration of the premises and the sum of Ten Dollars (\$10.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Owners, as to their respective interests, if any, do hereby dedicate Parcels A-1 and A-10 to the City to be used for public park and/or open space purposes subject to the following conditions:

- 1. Owners hereby reserve unto themselves a grading and temporary construction easement for the purpose of performing construction and grading work and activities on, through and across that portion of the Property hereby dedicated in order to develop the Property in accordance with the final site plan as approved by the City. Said grading and temporary construction easement shall automatically terminate upon the completion of development of the project.
- 2. Owners hereby reserve unto themselves the right to grant future utility easements for the purpose of installing all necessary utilities on, through and across that portion of the Property hereby dedicated in order to develop the Property in accordance with the final site plan as approved by the City. The granting of such future utility easements shall be subject to the prior written approval of the Director of Planning and Zoning and the Director of Transportation

-000592

and Environmental Services which such approval shall not be unreasonably withheld, conditioned or delayed.

3. Owners hereby reserve unto themselves and/or for the benefit of their successors and/or assigns that certain access easement as more particularly set forth below and defined as the "Access Road Easement".

RESERVATION OF ACCESS ROAD EASEMENT

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owners do hereby reserve unto themselves, their successors and/or assigns, a non-exclusive access easement and right-of-way for the purposes ingress and egress by the Owners, their successors and/or assigns, through and across Parcel A-1 being more particularly bounded and described on the Plat as "ACCESS ROAD EASEMENT HEREBY RESERVED" (the "Access Road Easement") in order to maintain those certain storm water management facilities to be located on Parcel A1 and A-11.

The non-exclusive Access Road Easement is subject to the following terms and conditions:

- 1. All facilities installed in the easement and right-of- way shall be and remain the property of Owners, their successors and assigns.
- 2. The Owners and their agents shall have full and free use of the easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easement and right-of-way, including the right of reasonable access to and from the easement and right-of-way and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance and further, this right shall not be construed to allow the Owners to erect any building or structure of a permanent nature on such adjoining land.
- 3. The Owners shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement and right-of-way being conveyed, deemed by it to interfere with the proper and efficient construction, operation, maintenance or enjoyment of the easement and right-of-way area; provided, however, that the Owners at their own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include repaving, backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.
- 4. The City shall have the right to make any use of the easement and right-of-way herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easement and right-of-way by the Owners for the purposes named, provided, however, that City shall not erect any building or other structure, excepting a fence running parallel to the easement and right-of-way, on the easement and right-of-way, without obtaining the prior written approval of the Owners.

-000533-

000844

TRUST RELEASE

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Trustee, as authorized to act by the Beneficiary, as shown by its execution hereof, does hereby release and discharge from the lien of the Homes Deed of Trust and Land Deed of Trust, respectively, those portions of the Property dedicated for public street purposes as shown on the Plat.

TO HAVE AND TO HOLD that portion of the Property dedicated for public street purposes unto Homes and Land, their successors and assigns, fully released and discharged from the liens and operations of the Homes Deed of Trust and the Land Deed of Trust, respectively.

It is expressly understood that the release of the portion of the Property described above from the lien of the Homes Deed of Trust and the Land Deed of Trust shall not affect in any way the lien of the Homes Deed of Trust or the Land Deed of Trust upon the other land conveyed thereby and not released hereby, and the Homes Deed of Trust and the Land Deed of Trust shall remain in full force and effect as to the land conveyed thereby and not released hereby.

GENERAL PROVISIONS

The parties agree that the agreements and covenants stated above are not covenants personal to the Owners but are covenants running with the land, which are and shall be binding upon the Owners, their heirs, personal representatives, successors and assigns, as owners of the Property.

This Deed of Dedication, Subdivision, Easements and Release is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of City of Alexandria, Virginia, as shown by the signatures affixed to this Deed and the Plat, and is with the free consent and in accordance with the desire of the Owners, owners and proprietors of the land within the bounds of the subdivision, and the Trustee.

This document may be executed in counterparts, which, taken together, shall constitute one and the same instrument.

The Association, by its joinder herein, hereby accepts the responsibilities and duties with respect to said land, which are imposed upon it in this Deed.

[Signature Pages Follow]

-000594

FURTHER WITNESS THE FOLLOWING SIGNATURES AND SEALS.

OWNER:

HOMES AT POTOMAC GREENS ASSOCIATES LIMITED PARTNERSHIP, a Virginia limited partnership, Member

By: HOMES AT POTOMAC GREENS, INC., a Virginia corporation, General Partner

By: My Hely Sich Nym

Title: Scalar Ville Assert

STATE/COMMONWEALTH OF VICTION CITY/COUNTROF Ar Inchin

The foregoing instrument was acknowledged before me this 5 day of <u>Reember</u> 2004, by Na 4 ke 2004, by Na 4 k

My Commission Expires:

-000595*

OWNER:

000846

POTOMAC LAND, L.C., a Virginia limited liability company

STATE/COMMONWEALTH OF Virginia

The foregoing instrument was acknowledged before me this 10 day of 2004, by James L. Perry as Manager of POTOMAC LAND, L.C. on behalf of the limited liability Claudine M. B. Thomas
Notary Public

My Commission Expires: 3-31-07. I was commissioned a notary

public as Claudine M. Blane.

(SEAL)

-000596-

OWNER:

POTOMAC GREENS ASSOCIATES LLC, a Virginia limited liability company

000847

By:HOMES AT POTOMAC GREENS ASSOCIATES LIMITED PARTNERSHIP,

a Virginia limited partnership, Member

By: HOMES AT POTOMAC GREENS, INC., a Virginia corporation, General Partner

By: (SEAL)
Name: Marthy lipensum
Title: Senta Vice resident

And By:

POTOMAC LAND, L.C.,

a Virginia limited liability company, Member

Notary Phiblic XX Hersta Notary Phiblic as Jennifer L. Art

lames L. Perry, Manager

STATE/COMMONWEALTH OF LISTING

The foregoing instrument was acknowledged before me this 15 day of 2004, by North and 15 as 5 10 and 15 dept of HOMES AT POTOMAC GREENS, INC., a Virginia corporation, General Partner of HOMES AT POTOMAC GREENS ASSOCIATES LIMITED PARTNERSHIP, a Virginia limited liability partnership, Member of POTOMAC GREENS ASSOCIATES LLC, a Virginia limited liability company, on behalf of the corporation, limited partnership and limited liability company.

My Commission Expires:

14

-000597 STATE/COMMONWEALTH OF Virginia 000848

The foregoing instrument was acknowledged before me this 10 Hz day of Occasher 2004, by James L. Perry as Manager of POTOMAC LAND, L.C., a Virginia limited liability company, Member of POTOMAC GREENS ASSOCIATES LLC, a Virginia limited liability company, on behalf of each limited liability company.

My Commission Expires: 3-31-07. I was common will a notary public as Claudine M Blanc.

-0	00538
EE	000849
_(SEAL) 	
<i>Olserns</i> Virginia	W

TRUSTEE

TRSTE, INC., a Virginia corporation, TRUSTEE

By: Margaret S. Alemanare (SEAL Name: Margaret S. Dungarore
Title: Vice Provided L.

STATE/COMMONWEALTH OF Yuginia CITY/COUNTY OF JUSTIN

The foregoing instrument was acknowledged before me this 4 day of Allember 2004, by Margiret J. Dungage Val Pros. of TRSTE, Inc., a Virginia corporation, TRUSTEE, on behalf of said corporation.

Notary Public

My Commission Expires: 3/31/05

_	- 666200
	000850

BENEFICIARY:

WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, BENEFICIARY

By: Margaret J. Dunsmore (SEAL)
Name: Margaret J. Dunsmore

STATE/COMMONWEALTH OF VICTURE CITY/COUNTY OF June

The foregoing instrument was acknowledged before me this Aday of Occupied as 2004, by May Dundwore as 2004 Description of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, BENEFICIARY, on behalf of said entity.

Carad: Matthew Notary Public

My Commission Expires: 3/3/25

ASSOCIATION:

POTOMAC GREENS HOMEOWNERS ASSOCIATION, INC., a Virginia corporation

By: Matthew H. Birenbaum, President

Notary Public

My Commission Expires:

-000601

000852

CITY OF ALEXANDRIA,

a municipal corporation of the Commonwealth of

Virginia

Approved as to form:

City Attorney

Philip Sunderland, City Manager

(SEAL)

STATE OF VIRGINIA CITY OF ALEXANDRIA, to wit:

The foregoing instrument was acknowledged before me this ____2 / econics, 2004, by Philip Sunderland, City Manager for the City of Alexandria, Virginia, a municipal corporation of the Commonwealth of Virginia.

My Commission Expires: 12-31-04

\REA\194568.9

RECORDED IN THE CLERK'S OFFICE OF

ALEXANDRIA DN DECEMBER 28, 2004 AT 01:02PM EDWARD SEMONIAN, CLERK

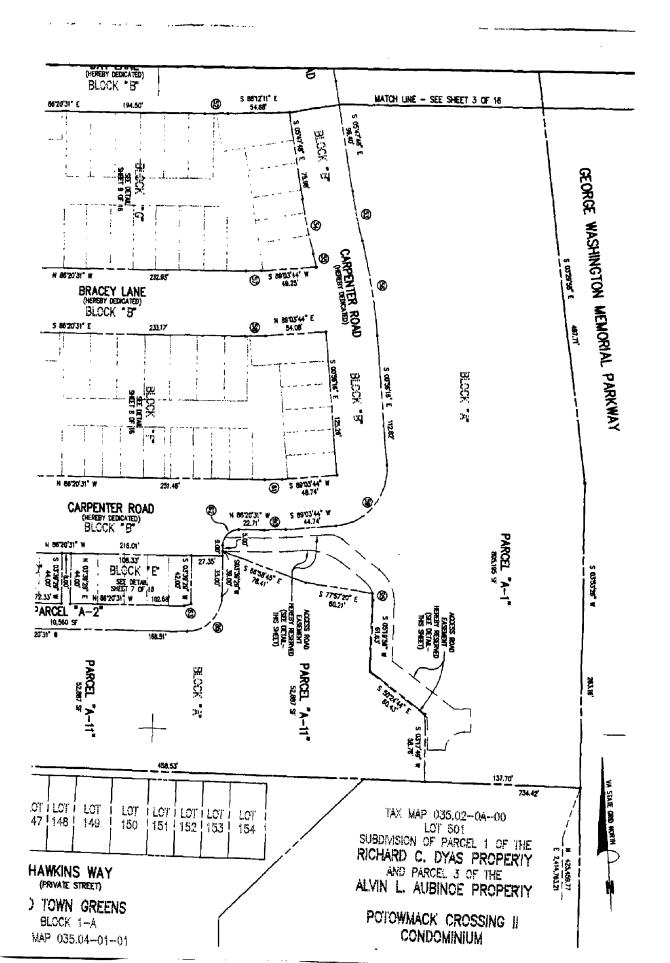
RECORDED BY: JLS

19

ANY PROVISION CONTAINED HEREIN WHICE PRESENCT OR APPECT THE HOLDING, OCCURANCE, OWNERSHIP, RENTAL, LEASE OR TRANSPER OF ANY BENEFIT ON THE BASIS OF RACE, COLOR, SEX, RELIGION, AND NATIONAL ORIGIN, FAMILIAL STATUS, AGE, SEXUAL ORIENTATION OR DISABILITY IS INVALID AND UNENFORCEMBLE.

INSTRUMENT #050027503 RECORDED IN THE CLERK'S OFFICE OF ALEXANDRIA ON AUGUST 12, 2005 AT 02:42PM EDWARD SEMONIAN, CLERK Plat attached

RECORDED BY: PAF



NOTES

THE THE ğ

THE PROPERTY DELINEATED HEREON IS SHOWN ON CITY OF ALEXANDRIA TAX ASSESSMENT MAP 025.02-01-01, 025.04-02-01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12 & 13 AND 035.02-02-02, 03, 04, 06, 06, 07, 08 & 08, AND IS ZONED COD-10.

2. NO TITLE REPORT FURNISHED, WHICH MAY REFLECT EASDMENTS AND/OR RIGHTS—OF—WAY OF RECORD NOT SHOWN HEREON.

3. PLAT IS SUBJECT TO RESTRICTIONS OF RECORD.

4. POTOMAC GREENS DRIVE, CARPENTER ROAD, BRACEY LANE, DAY LANE, MILLER LANE, ROSE SQUARE AND LYLE LANE HEREBY DEDICATED TO PUBLIC STREET PURPOSES.

AREA TABULATION

AREA OF LOTS =
AREA OF PARCELS =
AREA OF STREET DEDICATION = 245,992 SQ. FT. OR 1,139,116 SQ. FT. OR 294,562 SQ. FT. OR 5.64720 AC. 26.15051 AC. 6.76221 AC.

= 1,679,670 SQ. FT. OR 38.55992 AC.

TOTAL SITE AREA

OWNERS

HOMES AT POTOMAC GREENS ASSOCIATES L.P.
1000 WILSON BOULEVARD, SUITE 2720
ARLINGTON, VA 22209 BLOCKS C, D, F, H, L, N, P, Q & T

POTOMAC CREENS ASSOCIATES LL.C. 1000 WILSON BOULEVARD, SUITE 2720 ARLINGTON, VA 22209

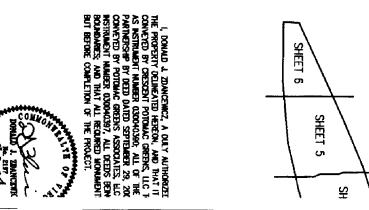
BLOCKS A. B & K

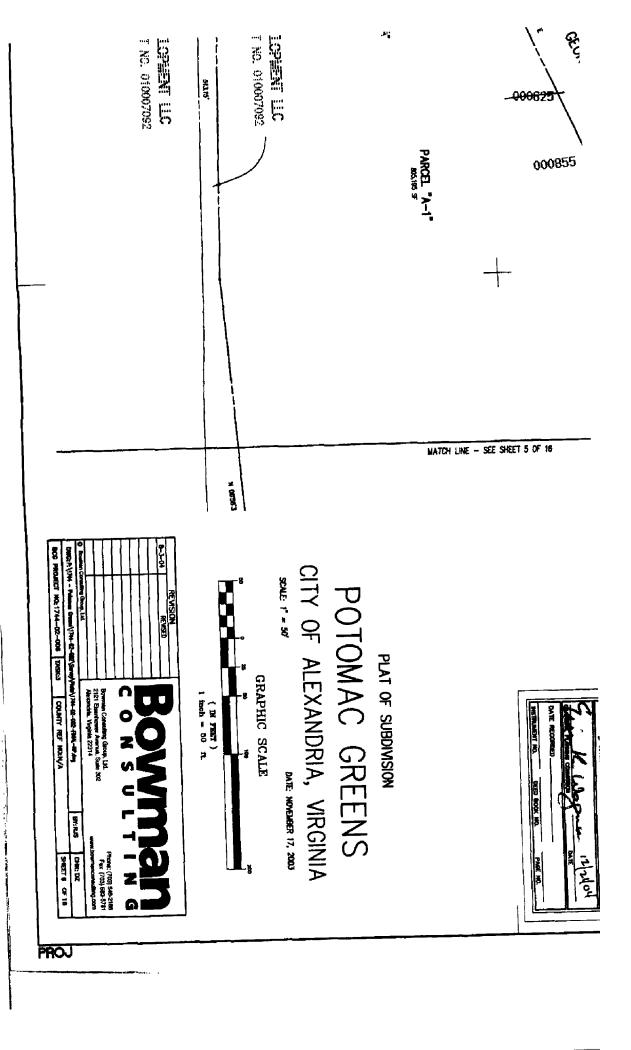
BLOCKS E, G, J, M, O, R, S, U, V & W 6820 ELM STREET, SUITE 200 MCLEAN, VA 22101 POTOMAC LAND, L.C.

CURVE TABLE

_	٥	Ľ		7	B]	5	•	<u>ت</u>	2		R
9	60.50	60,50	967.00	.033.00	9.00	9.00	19.50	50.50	60.50	J9.50°	RADIUS
Lt. 33.6%	54'06'13"	35'33'48"	02.45.00	01'45'29"	36'56'33"	38'56'33"	54'34'53"	89740'01"	31'07'19"	32'15'07"	ATJBO
b tj	57.13	37,55	46.41	31.70	6.12	6.12	18.58	94.68	32.86	22.23	ARC
1 40	30.90	19.40	23.21	15.85	3.18	3.18	10.06	60.15	16.85	11.42	TAN
3	55.03	36.95	.±1.	31,70	8,00	6.00	17.88'	85.31	32.46	21.94	CHORD
MacCo.0000	N6676'24"E	N21726723 €	NOZ'31'46"E	N03'01'32'E	N23'22'33"E	M,200, PC, SIN	N66703'33"E	N4879'30'E	N.1.24,10,4	N11-20'16"W	CHORD BEARING
3	33	88	ß	Ç,	CS7	ç	S	Ş	653	652	DIRY:
,	194.00	237.00	49,00	224.00	168.00	451.00	405.00	191,00	449.00	632.00	RADIUS
22221224	04'35'45"	04,35,45	9000000	04'35'45"	04'35'45"	10'29'57"	01.39,03,	05'38'25"	05'38'25"	01-51,40,	DELTA
1. 12	15.56	19,01	76.97	17.97	2. £	B2.64	11.71	48.63	44.20	20.53	ARC
	7.78	9.51	49.00	8.99	6.74	1.1.	5.86	24.33	22.12	10.27	¥
;	15.56	19,01	69.30	17.96	13,47	82.53	11.77	18.61	14.18	20.53	CHORD
7 . 7 . 7 . 7 . 7 . 7 . 7	N88'38'23"W	N68'38'23"W	M. 11 CO.115	\$88'38'25'E	N66'38'23"W	3,11,1505	S10'36'38 E	S08.37.01.E	S08'37'01"E	S8716'21 E	CHORD BEARING

r 드	BEARING \$86"20"31"E \$86"20"31"W	I I IMI	TABLE		DISTANCE 5.85
- G R	N90717,44,8	13.99	5 & 5	M.91.02.182	
5 2	S48'44'00'E	40.51	إي	M. 91,05, 185	-
ક	M46.44,00,M	26.25	Ç,	3,44,05,885	-
נז	M_85,81,50S	50.66	140	3,44,05,88S	Н
5	N0519'59"E	61.63	L41	NO '09'16"E	1
6	N-50.24.44 W	62.84	L42	NB850'44"W	-
L10	S50724"44"E	60.03	L43	S88'50'44"E	\vdash
בו	30377'49"W	68.32	+	3,91,80,10N	
L12	N0377'49"E	58.76	C45	NS6.20,17.W	t-
[13	N85705'25"W	16.00	146	N86'50'44"W	1
7	\$85'05'25"E	86.¥	1.47	506'20'31"E	1
L15	NO4'54'35"E	21.99	ā	S86'20'31'E	
L16	S85705'25"€	17.62	L49	NB6'20'31"W	Н
L17	NO454'35"E	21.01	ક	N86 05'44"W	•
L18	S85*05'25*E	64.00°	댨	N03'39'29"E	т
L19	S04'35"W	60.00	152	586'20'31 E	Ι-
동	N85'05'25"W	B1.62	ជ	N09'03'44 E	т
2	S04'54'35"W	3.00'	2	\$48"44'00"E	
23	N85°05'25"₩	85,23	55	W.85,61,50S	
먑	M_01,02.95N	39.41	58	\$5074 44 E	
124	M.0C,0C,0N	56.59	L57	S86'42'11"E	
5	N7136'20'E	34.58	58	S031749 W	Г
L26	N51'59'43'E	101.91	1.59	N86'42'11"W	
127	5775770°E	60.11	160	N86.42.11.W	
128	S0519'59"W	68.09	L61	NO37749"E	г
<u> </u>	\$5075.20 E	15,54	182	N50'24'44'W	
۶	S81'55'57"W	21.18	£31	3,65,61,50N	
드	N06'26'02"W	173.47	164	N48"44"00"W	
L32	N81'50'16'E	4.99	L65	X 14, C0.88S	г
٤	M_11,60.90N	17.91	58	N86'20'31"W	





000856 _ppo (067)

LINE TABLE

SHEET INDEX NOT TO SCALE

M. 11, 60,80N	3.91,0% (8m	NOS 26 02 W	S81 35'57'W	S5072570 E	W_65,6L50S	S7757'20 E	NS159 45	N/7:36/0	NUU VI OU T	M.20 70 10 11	MON AND A	Marci State	Mary Co CON	A 10 LO LO	A PLINT	1.30 Stable	4 St. 75 CO.	1.56. W. 38.5	NO. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	3.56,505,05	NASTE 25 W	MO3 17 49 E	W 49.717.03	2.074,44.E	N50-24-44-W	3,65,61,50N	¥,65,81,505	N48"14"00" W	3,00,44,00,5	N89 03'44 E	W. 17.00.685	N86'20'31 W	3,15,02,905	BEARING
17.91	4.99	173.47	21.18	15.54	66.08	88.1	101.91	2	2	3	5	85.23	100	81.62	60.00	8	21.01	17.62	21.99'	66.34	16,00	58.76	68.32	60,03	62.84	61.63	50,56	26.25	10.51	36.15	13.99	36.71	34.83	DISTANCE
166	6	ā	Ę	5	1		8	159	<u>چ</u>	57	S	Ę,	154	153	<u>ե</u> չ	ច្ច	동	L49	45	C47	\$	5	ī	2	C 42	1	ŧ	Ę	Ę	Ę	Ş	Ş	Ç	Ę
N967031-W	20903 **	NAC TO SE	A SC ALCON	100 AT 11 11	War and a second	NOT THE	W. L. C. SPR	N86-42-11-W	S031749 W	S86"42"11"E	\$5074'44 E	S05,19,28, M	S48"44'00"E	NB9 75'44'E	\$8670'31 E	NOJ:39'29"E	N. 44, 50,92N	N86 20 31 W	\$86 20 31 E	S86 20 31 E	14 OSBBN	NBB-50-44-W	1 91.60.ION	14 00 885	NBB 50'44 W	T BI ROLLON	2 44 OC 888	24 00 005	W 01 00 100	NUS US 44 T	W 01 00 105	NOS US 44	NO OC ION	DEALWAY ST
30,71	10000	1400	26.25	200	7. in	28.49	16,00	6,10	20.00	14.54	68.14	49.40	41.75	8.0	¥.	5.00	100	0.40	0.10	2/2	200	0.00	1	2	0.0	20.00	3	n C	3 8		7 (0 0	2.5	3	2

N0809'44"W	3,91,05,18N	NO6.26.02.W	S81 55'57 W	S50725'20"E	S0579'59"W	\$7757′20 €	N5158 43 E	N71-36-20 E	M.DC.DO.OON	M.30.20.10.M	N85'05'25 W	W.55. W.	N85'05'25"W	W 55,45,40S	S85 05 25 E	1 ST. FC. FON	S85 U5 25 T	NO4'54'35 E	30500 20 5	A CZ CO CON	MOD IV TO	200	200 AT 11 E	100	M.VV.VC	3,65,61.50M	₩,65,81,50S	N48'44'00'W	3,00,44,845	N89'03'44"E	S89703'44 W	M86'20'31 W	200 600 1
17.91	4.99	173.47	21.18	15.54	68	85.11	101.91	34.58	56.58	39.41	85.23	3.00	81.62	60,00	64.00	21.01	17.62	21.99	8	2	3	% 76°	68.32	60.03	62.84	61.63	50,66	26.25	10.51	36.15	E.S.	10./	
166	6	5	Ę	Ę	1	5	5	Ş	Ę	8	5	Ę	٤	Ę	,	٤	3	5	4	5	£	5	4	143	L42	Ē	ŧ	Ş	Ş	٤		5	15
M 15 02 98N	THE COLED	NAC 41 CO 1	A AC AL CON	NOW AT THE	MUS / 19	1,074 MON	NOD 42 1 7	1 64 / CK	7 1 7 000	S5074 44 C	N 50 61 505	3 00 44 845	NOW US THE	200,700	1 1 CO	2,00,00,101	A. 77,50.387	M. It. US. WOR	3, 15, 06,3855	586'20'31'E	N8850'44"¥	NBB 50'44"W	NOT 09'16"E	3,4,00,885	NBB 50'44 W	3.91.60.10M	S88 30 44 E	2 44 OC 00S	20 DC 100	NUO US TT	10 VO 10 1	Carl So In W	MOSTIS 44 W
30.7	2 2	3.98	26.25	6	F	28.49	5 S	r i	8	2, 2	2		1 75	3	2	2	1.67	ą	6,15	5.70	5.94	5.33	22.16	5.63	d	20.40	10	e S	3 8		7	5.65	27.36

L DONALD A ZIANCENICZ, A DIALY ALTHORIZED LAND SURVEYOR IN THE COMMONNEALTH OF PRICHAR, DO HEREBY CERTIFY THAT I HAVE CAREFULLY SURVEYED THE PROPERTY DELINEATED HEREON, AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELLET, THAT IT IS A SUBDIVISION OF PART OF THE PROPERTY ONNETED BY CRESISEN AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELLET, THAT IT IS A SUBDIVISION OF PART OF THE PROPERTY AS INSTRUMENT MANERS COLONOLOGY, ALL OF THE PROPERTY CONVEYED BY POTOMAC CREENS ASSOCIATES, LLC TO HAMES AND RECORDED SEPTEMBER 30, 2003 AS PARTNERSHED BY DELED AND THE PROPERTY CONVEYED BY POTOMAC CREENS ASSOCIATES, LLC TO HAMES ROCHOLOGY, AND ALL OF THE PROPERTY ONNETED BY DELED AND THE PROPERTY OF ALL MORE ROCHOLOGY, AND ALL OF THE PROPERTY AND THAT ALL RECORDED MONUMENTS HAVE BEEN INSTALLED WHERE INDICATED, EXCEPT THOSE THAT WILL BE INSTALLED AT A LATER DATE BOUNDAIRS, AND THAT ALL RECORDED AND RECORDED SEPTEMBER 20, 2003 AS COMPLETION OF THE PROJECT. BUT BEFORE COMPLETION OF THE PROJECT. BUT BEFORE COMPLETION OF THE PROJECT. BUT BETORE COMPLETION OF THE PROJECT. BUT BETORE OF THE PROJECT. BUT BUT BETORE OF THE PROJECT. BUT

A ARC TAN CHORD CHORD BEARING

5" 10.53" 10.27" 20.53" \$97.95" E

5" 44.20" 22.12" 44.18" \$98.97.91" E

11.71 5.86" 11.71" \$10.38" E

9" 11.71 5.86" 11.71" \$10.38" E

7" 82.64" 41.44" 82.53" \$98.37" E

5" 11.89" 8.99" 17.96" \$38.39" 33" E

5" 12.97" 8.99" 17.96" \$38.39" 33" E

5" 13.56" 12.91" 19.91" N88.39" 23" W

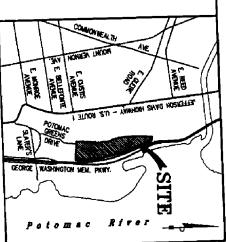
9" 13.56" 7.78" 15.56" N88.39" 23" W

SURVEYOR'S CERTIFICATE

SHET 4 SHEET 3 SEET 2

SEET o,

SHEET 5



VICINITY MAP

NOT TO SCALE

ARLINGTON, VA 22209

ı			_		-	_		-,-	_	_	_		_																																				1					
	ថ្ម	င္ပ	249	2	Ω 3	5	3	3	C	3	6	239	C38	C37	C36	C35	£	ဥ	င္ယ	ß	S.	3	3	23	3 6	3 5	3	22	21	S	ប្ច	C 8	3	S (2)	31	3 5	22	2	Cio	8	2		J		J.	J	J	 2]					_
	568.00	196700	201200	1.624.00	170 00	/00.00	745.00	717.00	762,00	1,000,00	1.045.00	487.00	512.00	512.00	67.00	1.383.00	1.338.00	3 8	325	30.50	3 6	2.0	100	200.00	416.00	+	1	ŀ	Н	Н	Н	46700	+	+	╀	+	╁╌	9.00	F	H	-	4	+	+	+	2 6	+	F	l		00	800	35	{
9. 40	AC /0 PA	01.53.50	071.00	0.00.00	103222	1012'50'	06.52.90	1222'07	1272707		-	04.46.7	╁	+	+	7	+	000	+	+	+	+	+	7	+	F	Ŀ.	Н	+	+	+	7	7	7	1	-	Н		4	+	96700	+	1	+	+	60.50	39.50	RADIUS			æ	Dawy.	BLOCKS	
ŀ	1	1	4	T	Τ,	L	Ľ	1	4	7	7	7	4	10000	10 0	10000	86.03.68	1000	23/04/26	23/04/26	2304'26	26	06'55'42"	063542	045743	04:37:43	02'25'01"	02:32:42	06.30	10	7.00	200	00.61.60	09,16,00	1900	10'22'59	36.26	30'56'32	1,90,00		67.01.10	30 36 33	38 36 33	54'34'53°	10,01.69	3170719	3215'07	V1730		MCLEAN,		سا ـــ	η Ο	Š
0.45	1	+-	+-	+	-	-1	+	4	54.5	94.74	20,05	1 0	9	27.76	11.75	0.02	43.B2	57.60	9.67	10.47	10.47	9.67	52.48°	60.46	36.03	303	74.77	3	1 5	18.90	24.00	13.02	75.94	86.67	6.37	12.67	6.12	3 1	4	╀	1	+	-	Ľ	Ľ		22.23	ARC.		£ ≸	ONO. LAND.	, . , .	•	Carolina, VA
9.23	۲,	-	Ľ	36.37	Н	4	+	77.50	3 6	9	5	27.33	53.48	18.78	38.89	35.02	23.37	31.53	90	5.31	5.31	1.90	26.27	30.27	18.07	15 17	1	102	2.23	19.46	+-	-	38.05	3.43	4	200	7	+	+	+	15.85	-	Н	Н	4	7	+	\dashv		22101	, ,	R S S	•	60277
18.45	36.14	184.44	118, 78	72.72	4.51	124.67	30 30	18	10.70	68.74	66.08 ₀	12.63	106.38	97.03	77.74	70.0n	42.4B	55.18	9,8	Š	0	2 60	50 47	60.40	\$ K	5 0	10.55	7.07	1.6	38.89	-	Н	-	95 E	+	7	+	+	+	+-	-	Н	-	4	5.	+	+	NA.		8	3	V 00 W	!	
N871	S09	-80S	Sign	5137	8	200	211	SII	\$14	515	53	S!	Ş	Ş	S	\$2	8	¥ (1	+	2 2		5 2	\dagger	+	+	+		Ì	H	7	7	+	†	+	1	H	+	H	7	ă,	zi (S ()	4	3 194	1	1						
NB716'21"W	S09'04'04'E	25'26"	\$13.00,48.E	S13'55'23"F	2 On Day 15	2010/10	3117Z47 E	S1172'47'E	\$14.42.44 E	515'30'45"E	24.46 E	S14.24.40 E	\$22.45, 17.5	\$22.45.43	527'06'52"F	527 3'34"5	020.31	MON. 2. 18. W	MOSTOC SON	100 V V	100 00 100	M. 81.05 92N	A DI CO D	M 95 RC DIN	M.96.96.01M	N115457W	NO9"26"05"W	W.91,90.585	NB5 11 43 E	NO5'46'32' W	NO1 35 00 W	NC071'10"	M + I ACCOUNT	M. 65 CY CO.	10.01.09	N20'37'33	M.00.61.BIN	M66 16 24 E	N2178'23"	N02 31 46 E	VO3 01 32	10 to 10 to 1	100 UJ JJ	100 KZ 04.0	A DI PC III	N11 20 16 W	CHORD BEARING		8					
C103	2 5	2 5	3	3 8	3 2	36	33	G	3	C92	<u>3</u>	8	200	3	3 8	3	3 5	3 5		8	1 8	23	C78	CF)	C76	3	C74	C72	019	510	0 0	+	1	\downarrow	L	<u> </u>	Н	4	4	4	+	7	I	I	-	Ц	Н		CURVE					
256 00	00.00	16.00	8	13	24	-	22	12	2 9	2 .	<u>;</u> c	- -	+	+	7	+	+	+	+	╀╌	╁	├	F	┝	H	Н	-	2	212	3 8	200	*	8	8	ş	83	8	<u>8</u>	8	ଥି	Ę	18	8	Ş	C53	052	S		TABLE					
3 8	18	8	8	20.00	244,00	9	20.00	120.00	120.00	30.5	3 5	3 15	3 2	00	8.00	8	50	31.50	31.50	31,50	9.00	9,00	9.00	9.00	62.00	9.00	8	3 2	3 8	8	900	9.00	9,00	20.00	64.00	900	100	194.00	3 7 7 7	24.00	68.00	451.00	106.00	494.00	449.0	632.0	RADI		H					

GROWCOM 31 M OF PLAN NO. DSP # 2002 -0026 SPECIAL USE PERMIT NO. APPROVED NO-14.2 11/3/04 12/04

BICE PRO

ALEXANDRIA ZONING ORDINANCE SECTION: 11–1714:

AN APPROVED COPY OF THE PLAT SHALL BE RECORDED IN THE OFFICE OF THE CLERK OF THE CHROUT COURT OF THE CHROUT COURT OF THE DATE OF THIS PLAT SHALL BE NULL AND YOD IF NOT RECORDED PRIOR



accteti

000858

ARC 1AN CHORD CHORD BEARNIC ARC 12.527 (10.27) 20.53 48.715.271 44.85 50837701 E 48.65 22.212 44.85 50837701 E 12.717 44.86 508 51.717 44.86 508 51.717 44.86 508 51.717 44.86 51.717 51.86 51.717 51.																																												_			_	_	_	
CHORD CHORD CHORD CHORD CHORD CHORD CHORD CHORD CALL C	20.52	10.10	36.44		1		717	3	32.70	37.48	26.43	0	8	6.27	7.38	48.60	13.96	88	49.48	49.48	49.48	49.48	7.15	•			8.92	6.36	5.86	12.54	9.76	8	7.93			3	ì		21.99	15.56	19.01	76.97	17.97	13.45	B2.64	11.77	48.63	14.20°	χ Σ.	ÀR C
1000 State	19.30	2 0	300	1	1 1 1 0	0 70,	175	3.03	5.5	18.89	13.43	36.13	28,11	3.27	3.84	31.00	8.62	318	<u>31.55</u>	31.50	31.50	51.55 (5)	3.77	9.00	211	3.45	4.47	3.32	3.04	7.53	5.42	2.33	4.24	2.63				3 5 10	8		9.51	\$9.00	899	5.74	1.1	5.06	24.33		10.27	Ž
	20.53		3263	3 7	5	10.57	775	B.00.	32.60	37.33	26.22	69.18	\$1.65	614	7.24	13.84	12.80	13.B4	1.55	14.55	14.55	1.55		12.73	4.10°	0.14	8.91	6.23	5.76	1.56		4.51	7.68	5.04	ű,	8		3 5	3 2	300	9.9	69.30	17.96	13.47		E	48.61	11.18	20.53	CHORD
	N69'50'08"W	٤I	SA81749 W	521.42.01.E	3,90,00,55%	\$8838'23"E	N18'39'29"E	5031718°E	NOS:39'00'E	M 91.90.11N	N26 04 31 T	N031753 Y	N3Z 33 44 E	N101917 E	N11 03 32 E	349'47'18'W	\$4973.24 W	S48-39 W	N48.39.29 E	N4170 31 W	S48'39'29 W	\$41.20.31 E	d	N6.3 26 41 W	NO5 TO 22 E	\$12.48.30 W	N84'38'54	N70"54"00"E	N7010'41 W	S46'24'50'E	N62'35'40 E	3.64,64.125	N68'24'24"E	N06'37'35"E	N29'36'14"W	\$2475'34"W	S44.20,47.W	86.15,18.4	W. 14.1.14.25	M.0C.02-02-0	Mar Cy OC DOM	VALUE 17	200 DO 20 E	NB0'36'Z3	S06 11 14 E	30.36.38	\$06'37'01 E	3 10 75.805	50716'21 E	

ALEXANDRIA ZONING ORDINANCE SECTION: 11–1714:

AN APPROVED COPY OF THE PLAT SHALL BE RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE CITY WITHIN 18 MONTHS AFTER THE DATE OF APPROVAL

THIS PLAT SHALL BE NULL AND VOID IF NOT RECORDED PRIOR





DONALD IL ZDANCEWICZ REGISTRATION NO. 2197

(DE FEET) 1 tach = 50 ft.

BCG PROJECT NO: 1744-02-006 TASKS \1744-02-002\Survey\Peth\1744-02-002-FIML-RP.deg Boumen Consulting Group, Ltd. 2121 Essentrouer Avenue, Suite 302 Algosetotra, Vitgiris 22314 COUNTY REF HOLN/A BY: Rus Phone: (703) 548-2188 Fab: (703) 853-5781 www.boseneroomsaffing.com SHEET! OF 16 CHR: DZ

Re: DSP # 2002-0026

PLAT OF SUBDIVISION

POTOMAC GREENS

SCALE: 1" = 50"

CITY OF ALEXANDRIA, VIRGINIA

DATE: NOVEMBER 17, 2003

GRAPHIC SCALE

DE PLAN NO. DSP # 2002-0026

-3-04

(Sector

12/3/04

12/04

BRESTAVABLE NO.

DEED BOOK HO.

SPECIAL USE PERMIT NO.

BETWEENER & ZONNO

10-70-01

BORELOW

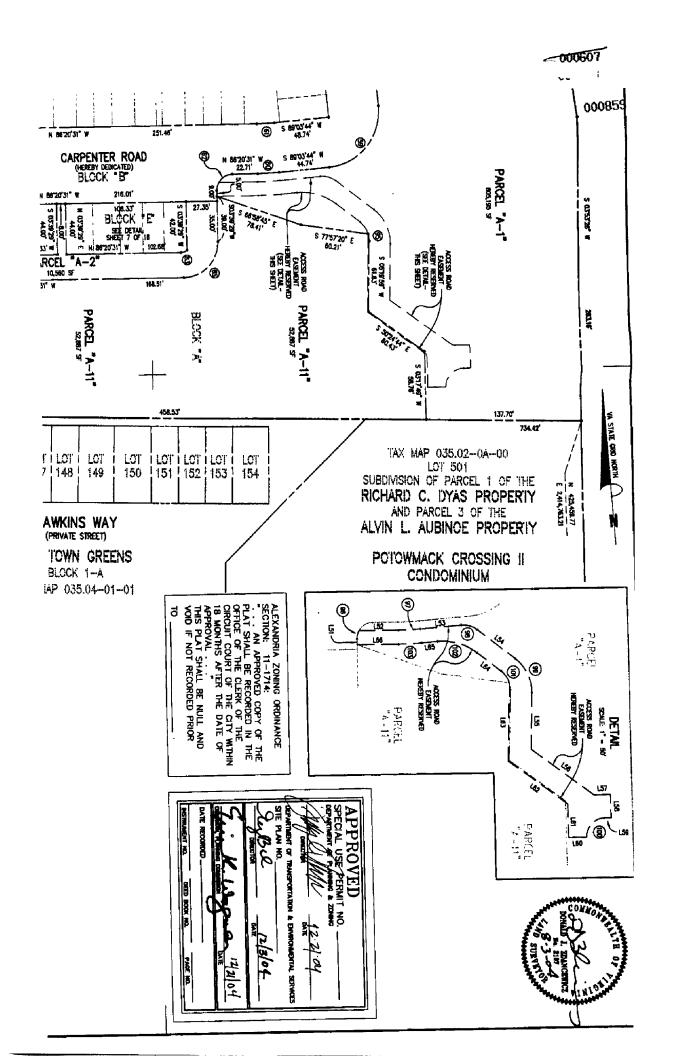
BORELOW

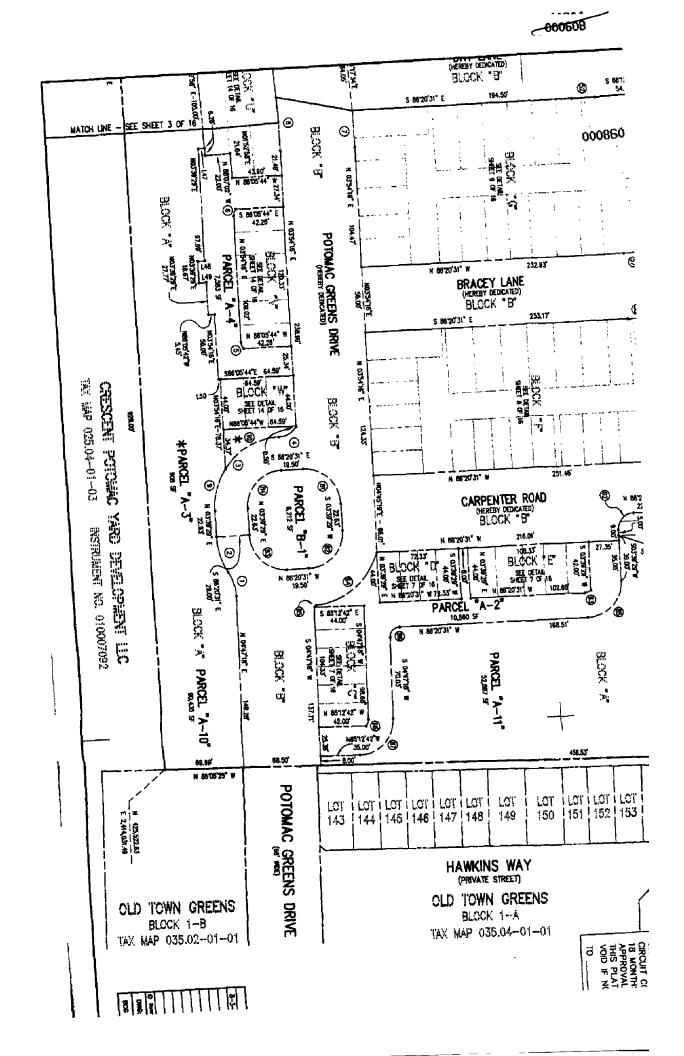
DONE

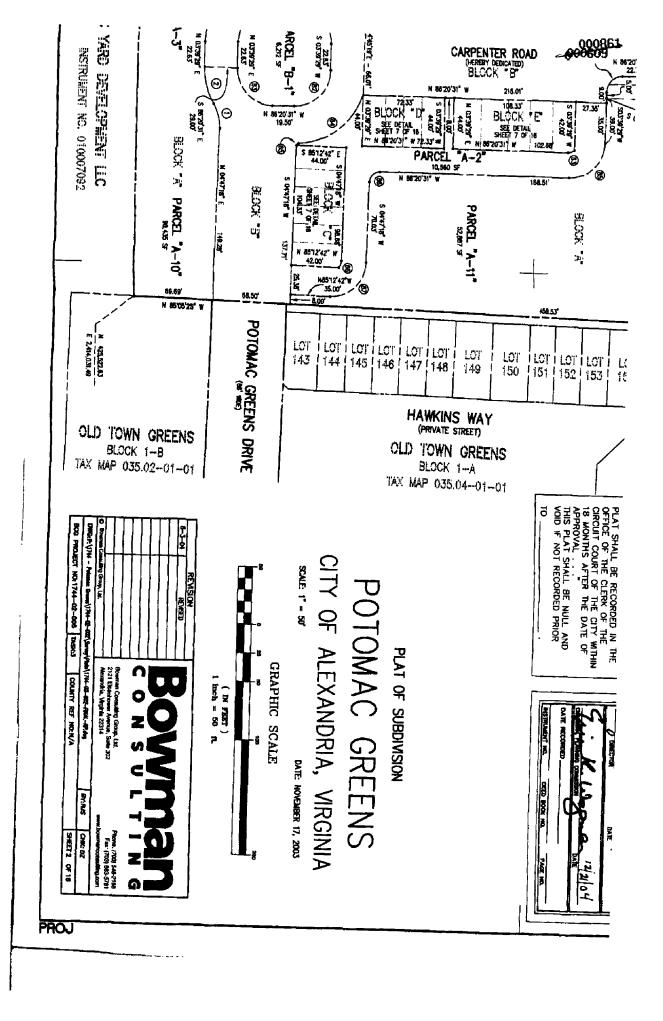
D

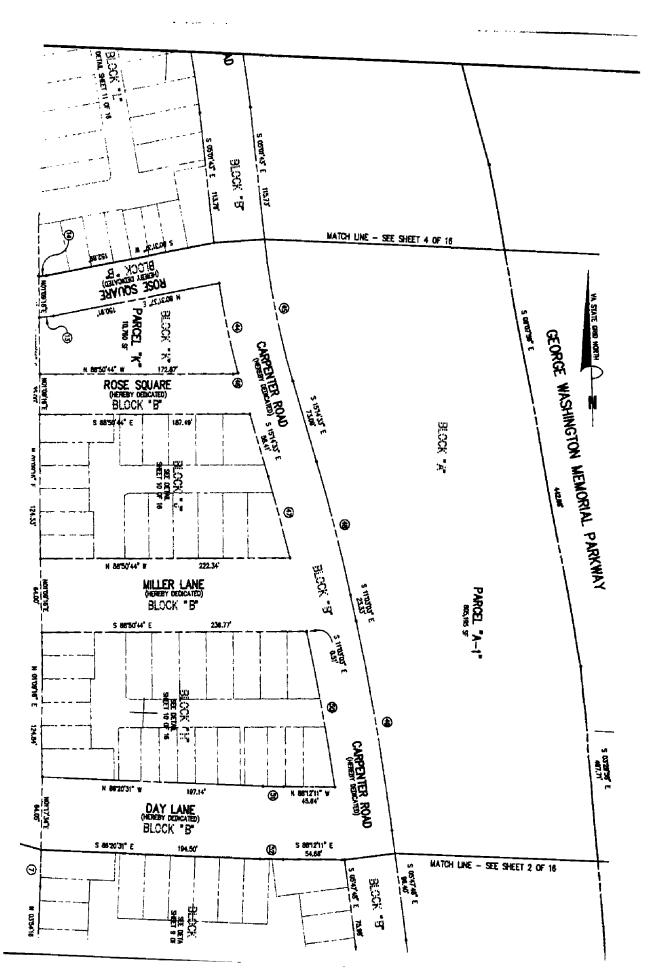
APPROVED

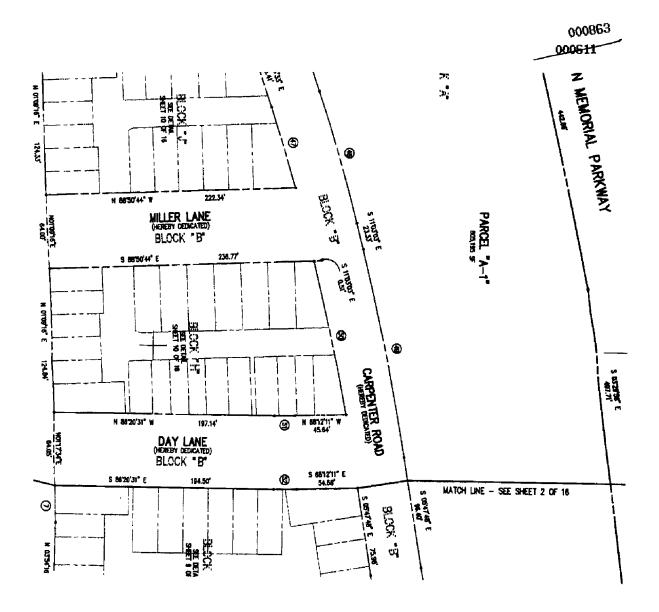
PROJ

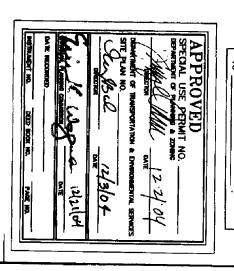










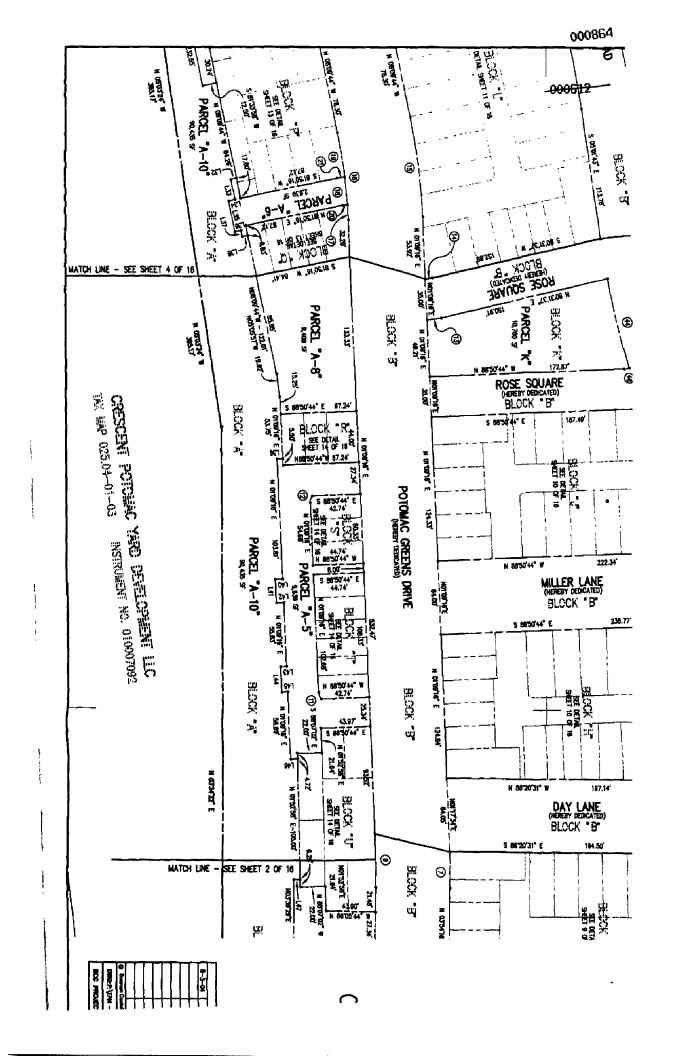


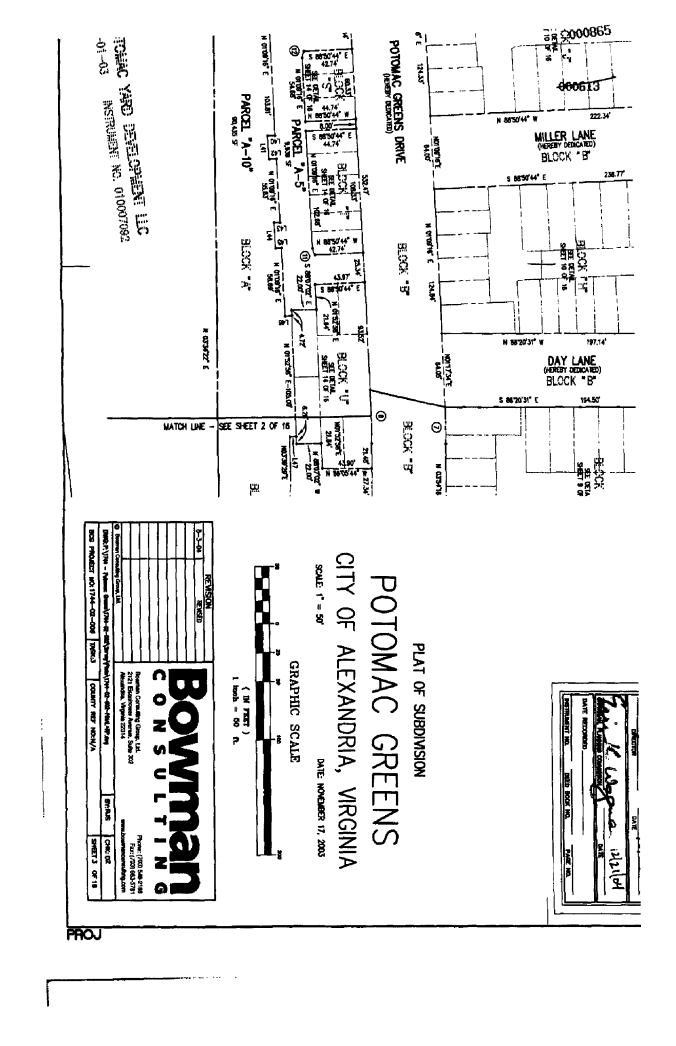
ALEXANDRIA ZONING ORDINANCE
SECTION: 11–1714:

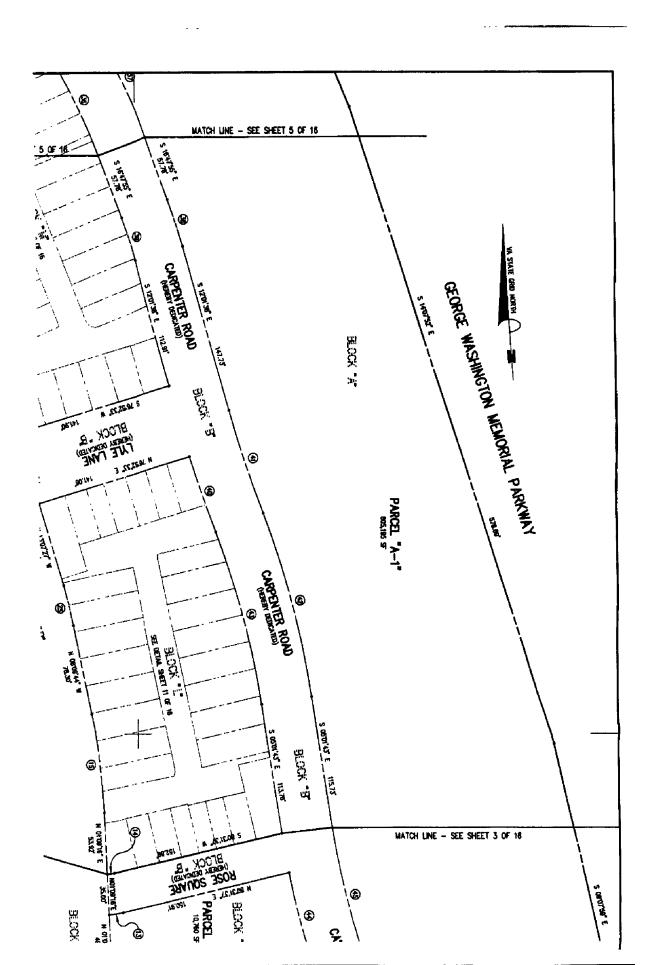
"... AN APPROVED COPY OF THE PLAT SHALL BE RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE CITY WITHIN 18 MONTHS AFTER THE DATE OF APPROVAL..."

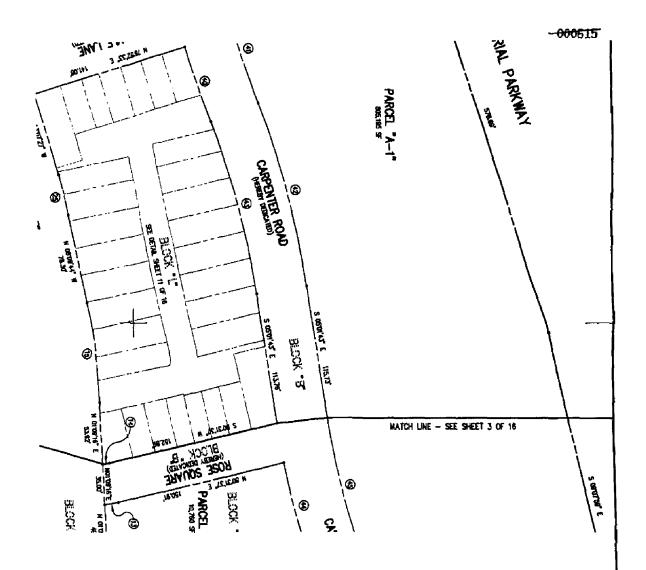
THIS PLAT SHALL BE NULL AND YORD IF NOT RECORDED PRIOR TO

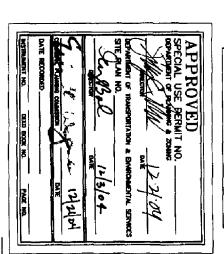












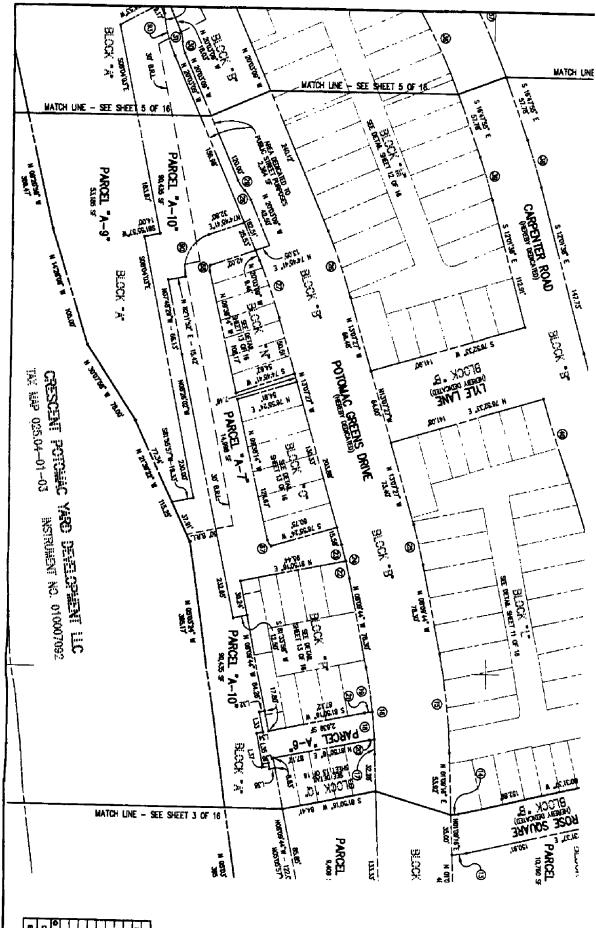
ALEXANDRIA ZONING ORDINANCE SECTION: 11-1714:

AN APPROVED COPY OF THE PLAT SHALL BE RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE CITY WITHIN 18 MONTHS AFTER THE DATE OF APPROVAL

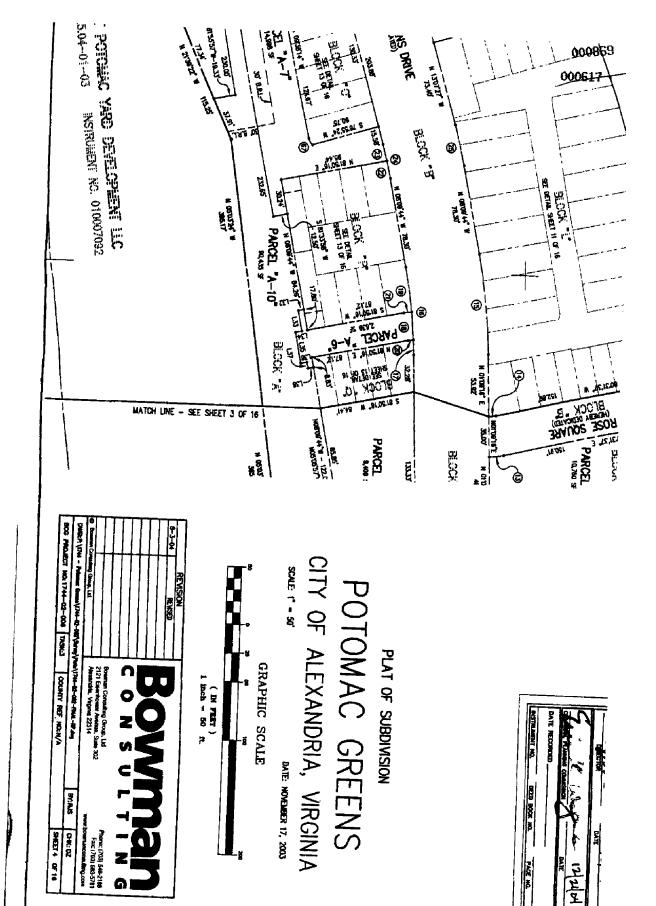
THIS PLAT SHALL BE NULL AND VOID IF NOT RECORDED PRIOR

TO

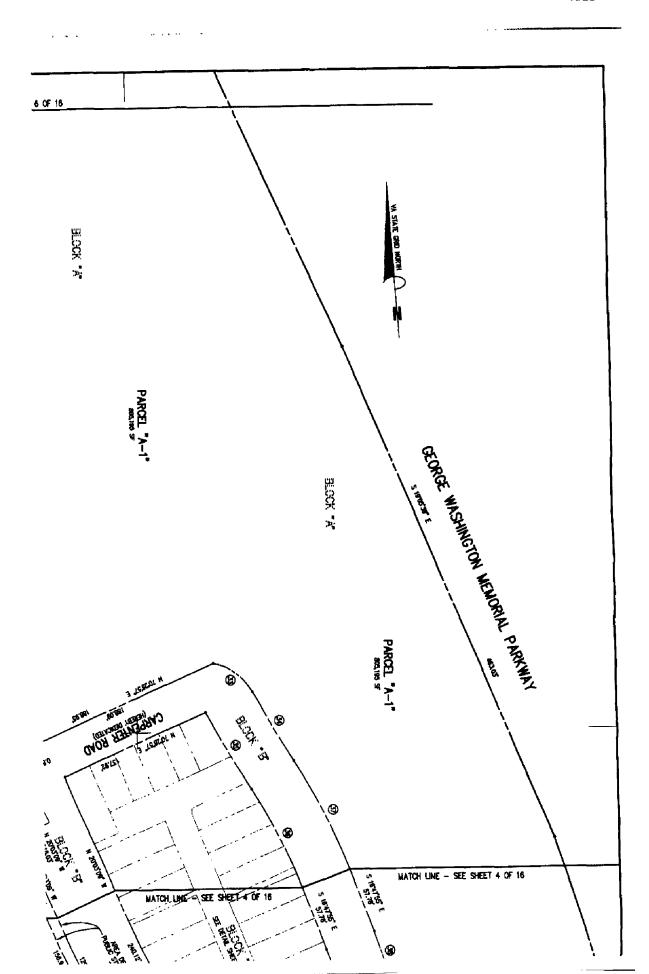




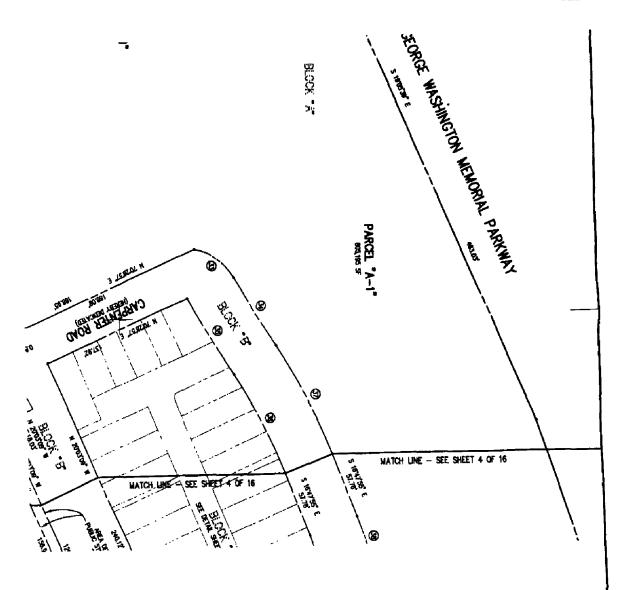
B 8 x

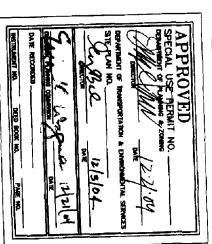


-000618

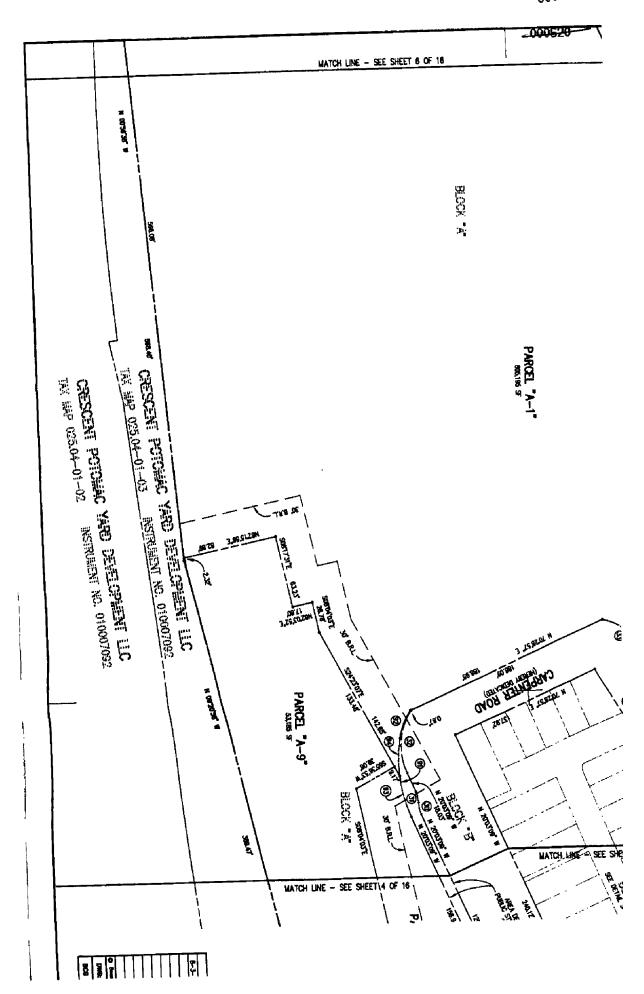


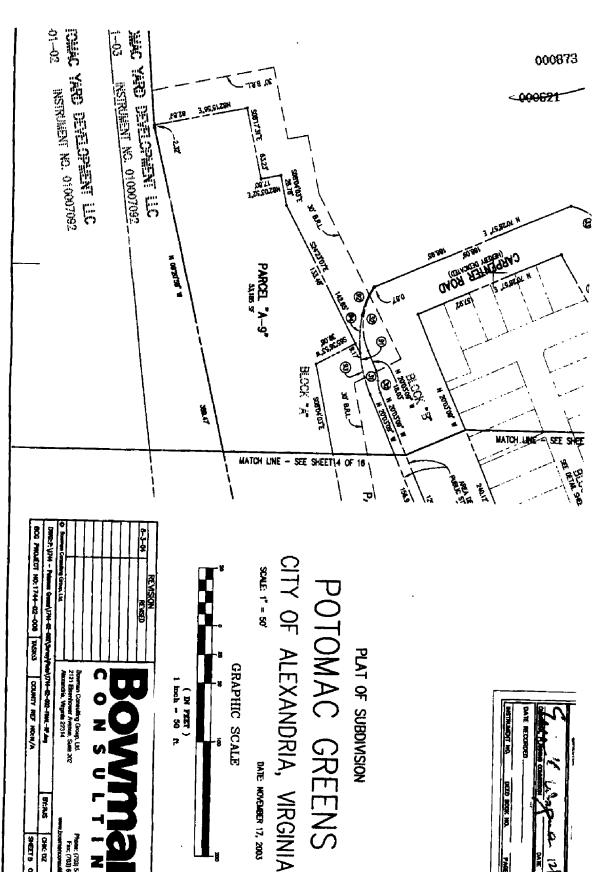
-000619



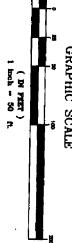








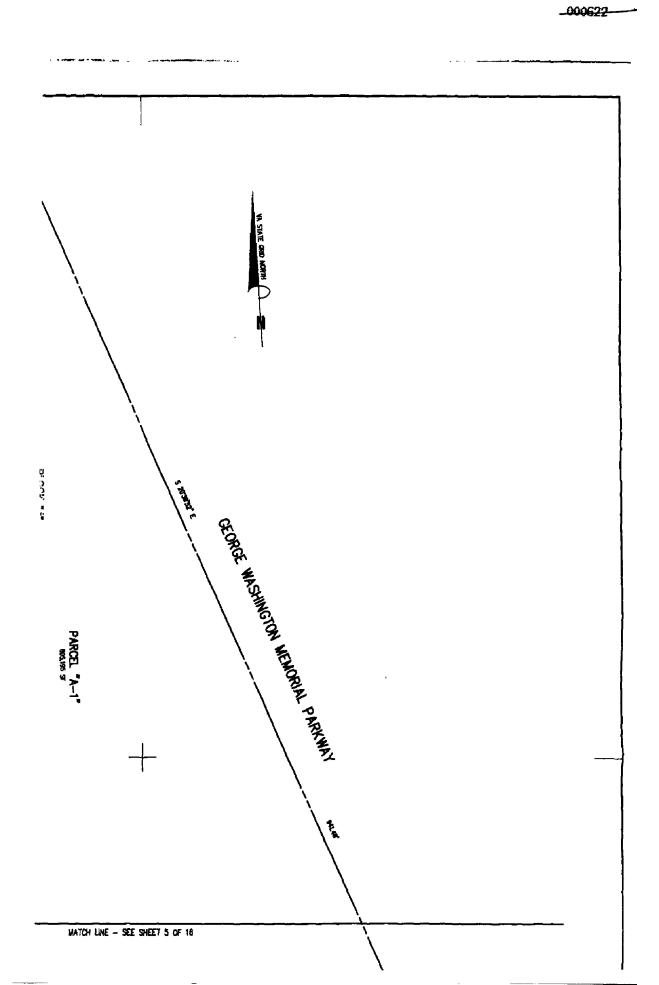




hone: (703) 548-2188 Fax: (703) 663-5781 remenconsulting.com

PROJ

CHK: 0Z SHEET 5 OF 16



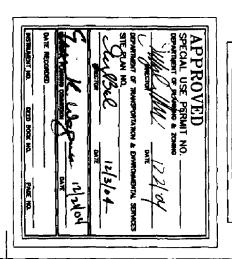
000623

PARCE "A-1"

PARCE "A-1"

PARCE "A-1"

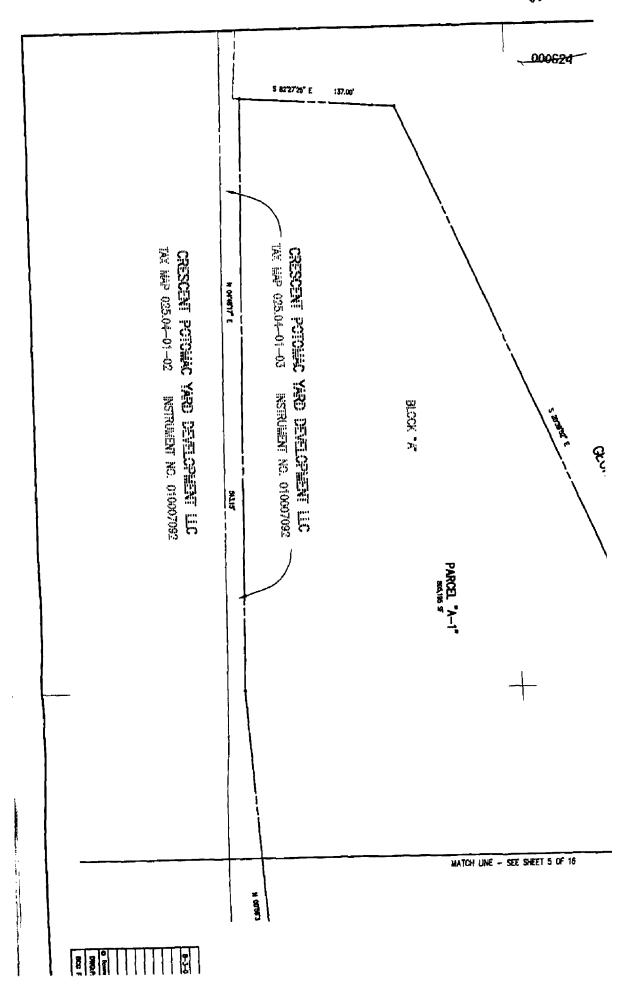
MATCH LINE - SEE SHEET 5 OF 16

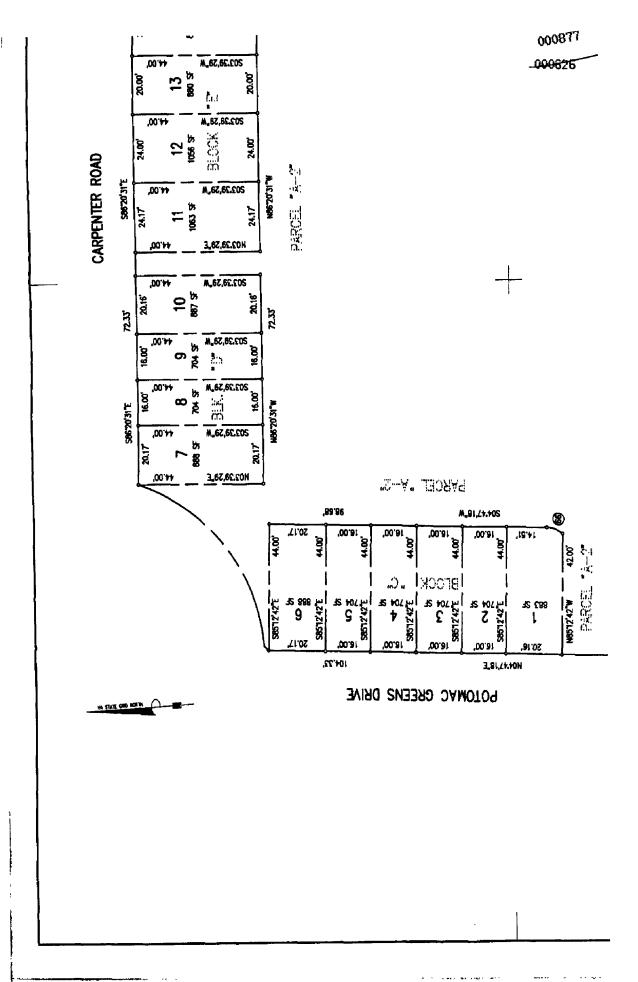


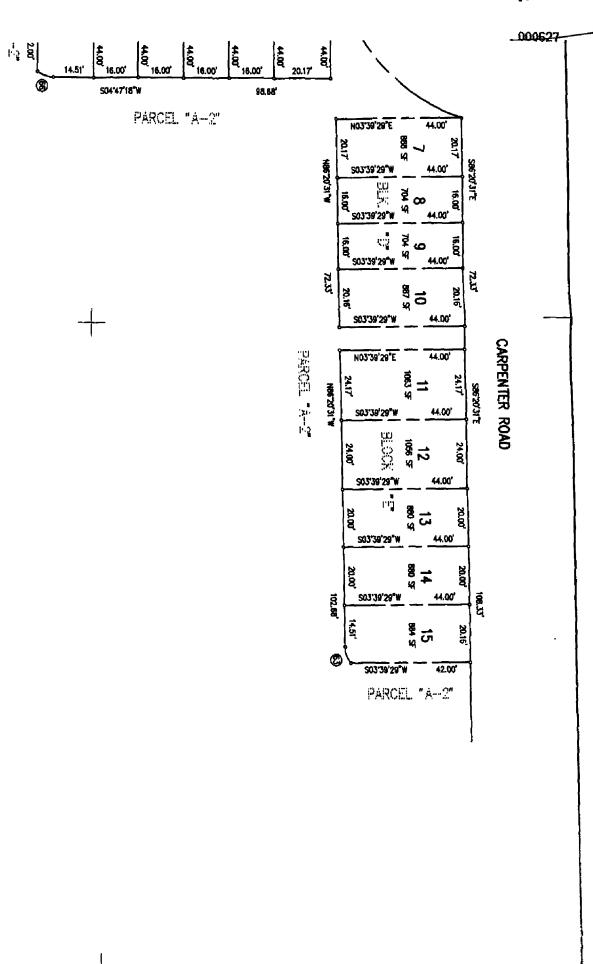
ALEXANDRIA ZONING ORDINANCE
SECTION: 11–1714:

"... AN APPROVED COPY OF THE
PLAT SHALL BE RECORDED IN THE
OFFICE OF THE CIERK OF THE
CIRCUIT COURT OF THE CITY WITHIN
18 MONTHS AFTER THE DATE OF
APPROVAL ...
THIS PLAT SHALL BE NULL AND
VOID IF NOT RECORDED PRIOR
TO









APPROVED

SPECIAL USE PERMIT NO.
DEPARTMENT OF PLANSING & ZOMIG

DEPARTMENT OF TRANSPORTATION & ENMONMENT & ZI-04

DEPARTMENT OF TRANSPORTATION & ENMONMENT & ZI-04

DATE PLAN NO.

DATE TO THE TRANSPORTATION & ENMONMENT & ZI-04

DATE PLAN NO.

DATE TO THE TRANSPORT NO.

DATE TO THE TRANSPORT

000628

POTOMAC GR

	N04*	47'18"E	
Z.	20.16	16.00'	15.00'
9897 742*	1 883 SF	S8512.42 2 F 704 SF	98 12 25 704 SF
		; }	BLOCK
1200 1200	14.51	£ 16.00'	\$ 16.00°
t	3	S04'47'18'	w

PARCEL

ALEXANDRIA ZONING ORDINANCE
SECTION: 11-1714:
AN APPROVED COPY OF THE
PLAT SHALL BE RECORDED IN THE
OFFICE OF THE CLERK OF THE
CIRCUIT COURT OF THE CITY WITHIN
18 MONTHS AFTER THE DATE OF
APPROVAL
VOID IF NOT RECORDED PRIOR
TO

AREA OF BLOCK "C" = 4,587 SF

AREA OF BLOCK "C" = 4,587 SF

AREA OF BLOCK "D" = 3,183 SF

AREA OF BLOCK "D" = 3,783 SF

AREA OF BLOCK "E" = 4,783 SF



ţ

000880

000629



PLAT OF SUBDIVISION

CITY OF ALEXANDRIA, VIRGINIA POTOMAC GREENS

GRAPHIC SCALE (DV FERT)

PROJ

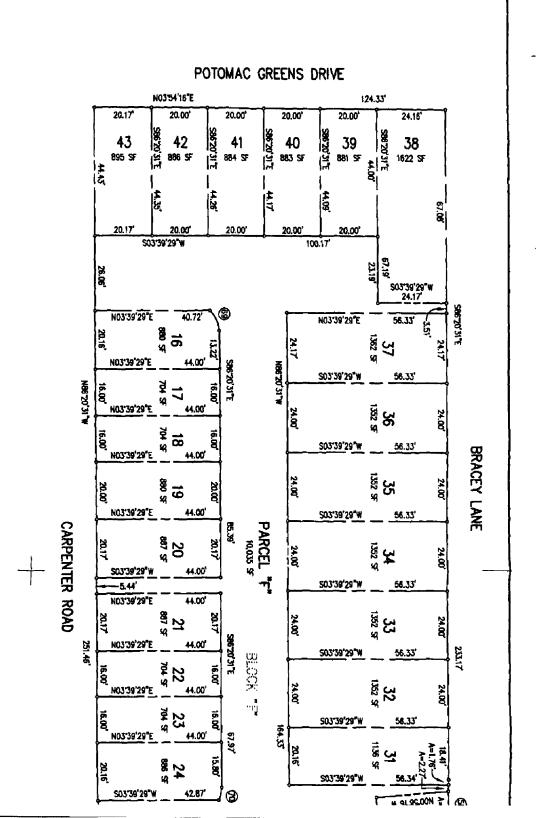
S COUNTY REF HOLN/A

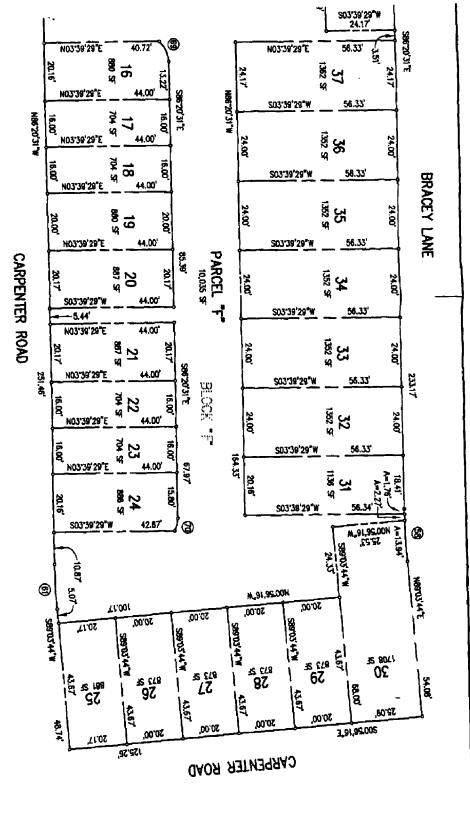
BY-RUS

CHEC DZ SHEET 7 OF 16

Bowmen Consulting Group, Util. 2121 Elsenhower Avenus, Surje 302 Alexandrie, Virginia 22314

Phone: (703) 540-2186 Fex: (703) 683-5781 w.bowninconsuling.com





HENCH GOD BATT AV

000883 900632

1

26.06

20.16

16.00 N86'20'31"W

16.00

DEPARTMENT OF TRANSPORTATION & BIVINDAMENTAL SERVICES STE, PLAN NO. (2/5/04-DATE RECORDED APPROVED DEED BOOK MO. 12 7/-Of 12/5/04 12/2/04

AR TOTAL AREA

ALEXANDRIA ZONING ORDINANCE
SECTION: 11-1714:

... AN APPROVED COPY OF THE PLAT SHALL BE RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE CAT'S WITHIN 18 MONTHS AFTER THE DATE OF APPROVAL.

THIS PLAT SHALL BE NULL AND YOLD IF NOT RECORDED PRIOR გ

REA OF BLOCK "F	OTAL AREA	REA OF PARCEL "F"
H	ĸ	11 16
38,661 SF	38,861 SF	10,035 37

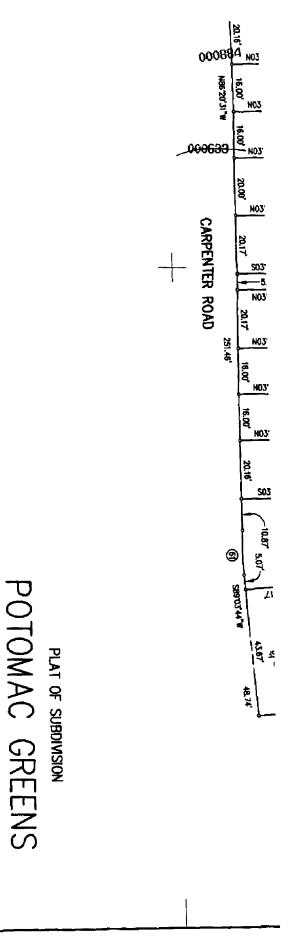


			 _		
BOG PROJE	DMC: P: \JJH	O Boweren Con		9-J-04	

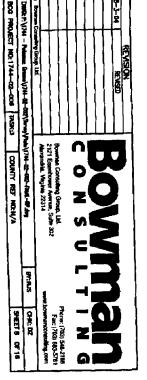
CARPENTER ROAD

20.00 251.46

20.17 20.17







CITY OF ALEXANDRIA, VIRGINIA

GRAPHIC SCALE

(IN FEBT) t inch = 20 ft.



SOPY OF THE ROED IN THE OF THE E CITY MITHIN E DATE OF

YRDINANCE

38,661 SF

YULL AND D PRIOR

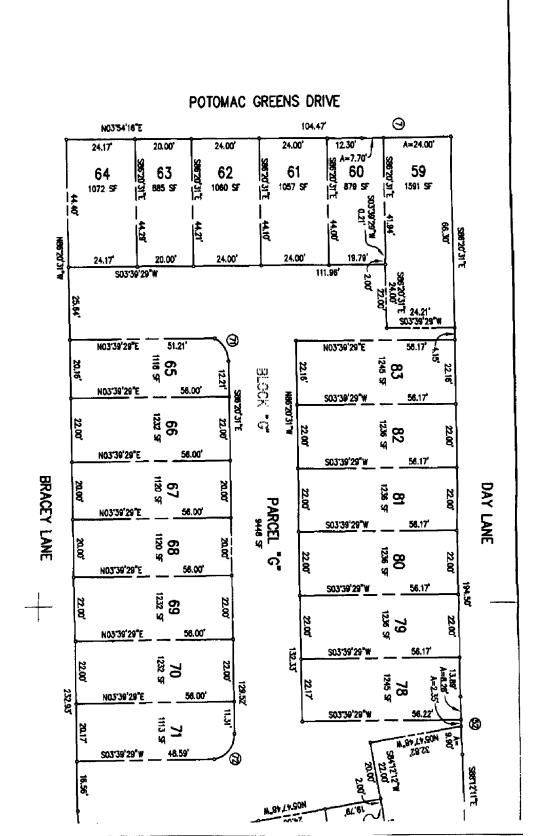
Ì

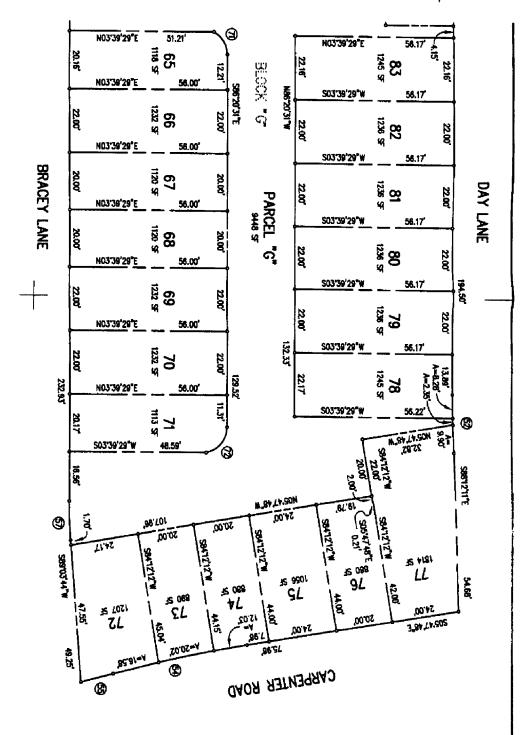
ļ

. . .

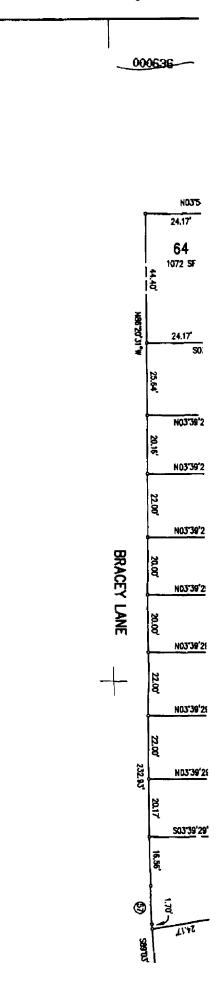
PROJ

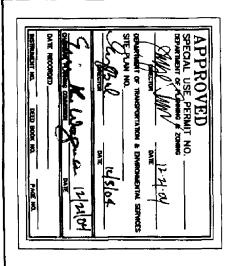
= 28,626 SF = 10,035 SF = 38,861 SF





HENCH ON BATE AV





SECTION: 11-1714:

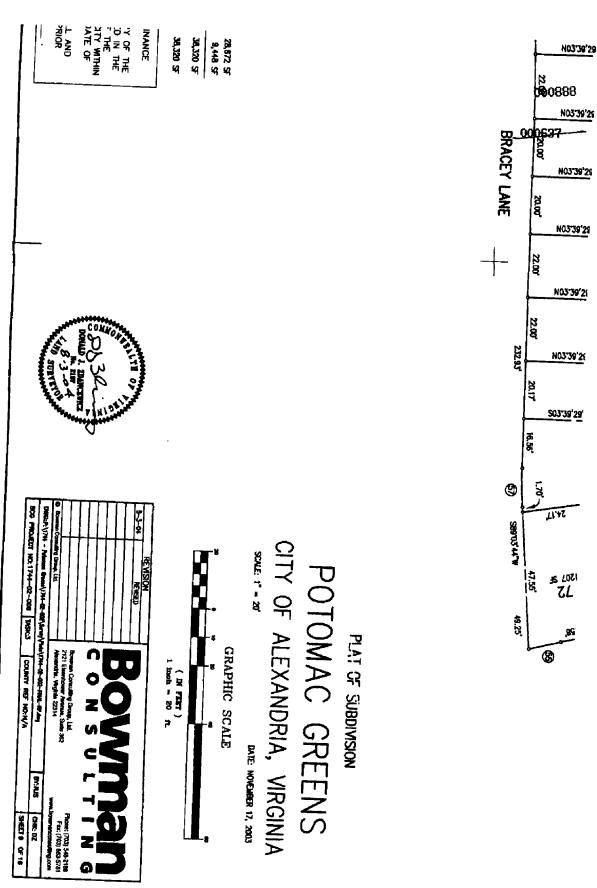
AN APPROVED COPY OF THE PLAT SHALL BE RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE CITY WITHIN 18 MONTHS AFTER THE DATE OF APPROVAL.

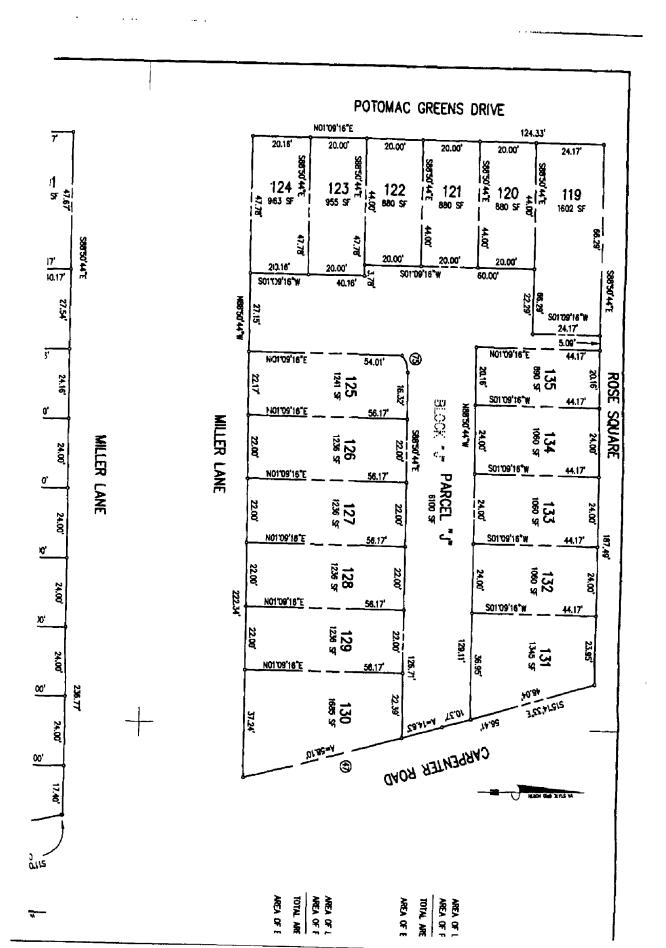
THIS PLAT SHALL BE NULL AND VOID IF NOT RECORDED PRIOR

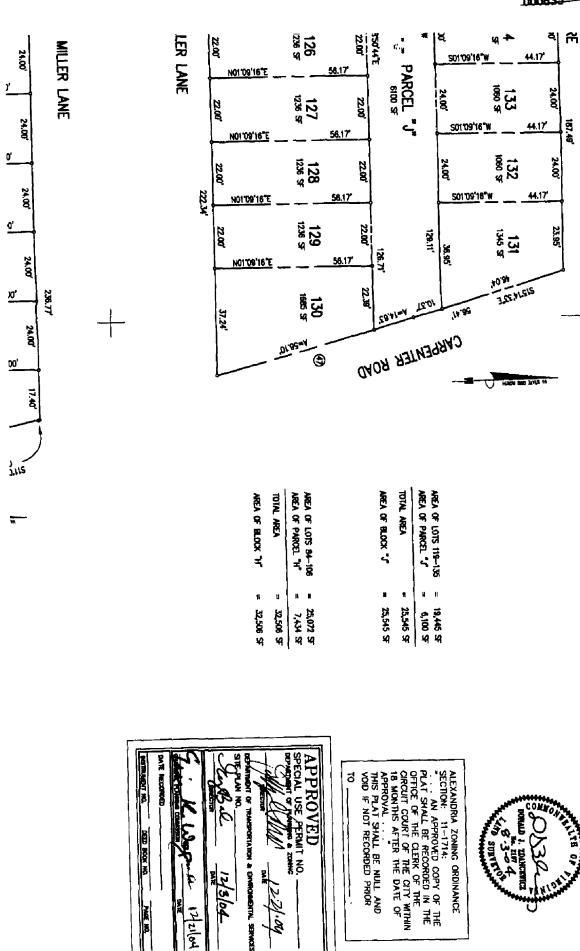
AREA OF BLOCK "6"	TOTAL AREA	AREA OF LOTS 59-83 AREA OF PARCEL "G"
		н н
38,320 \$	38,320 SF	28,872 SF 9,448 SF

ALEXANDRIA ZONING ORDINANCE	
ZONING	
ORDINANCE	
	_

3	DWG.P.	O Boundary			Ť.



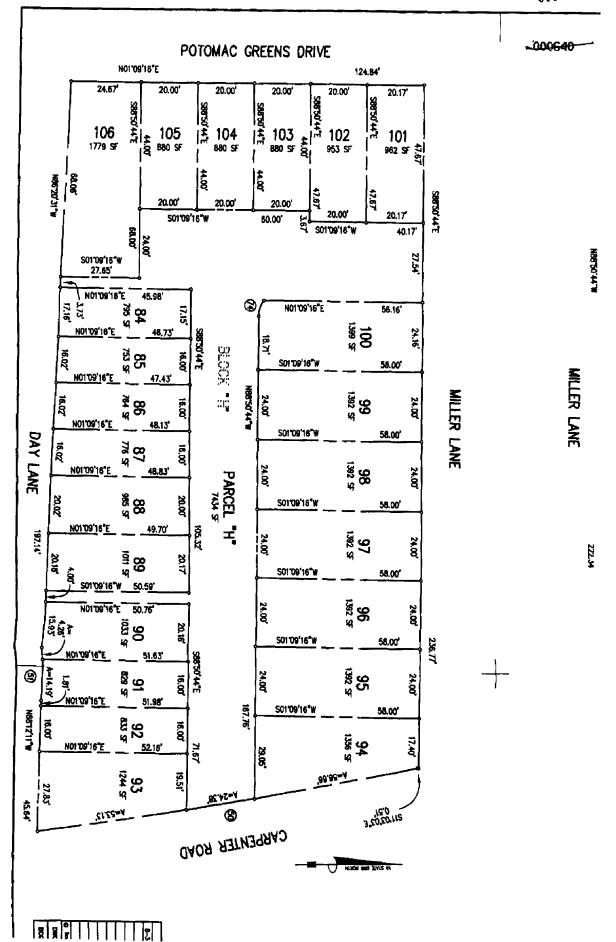


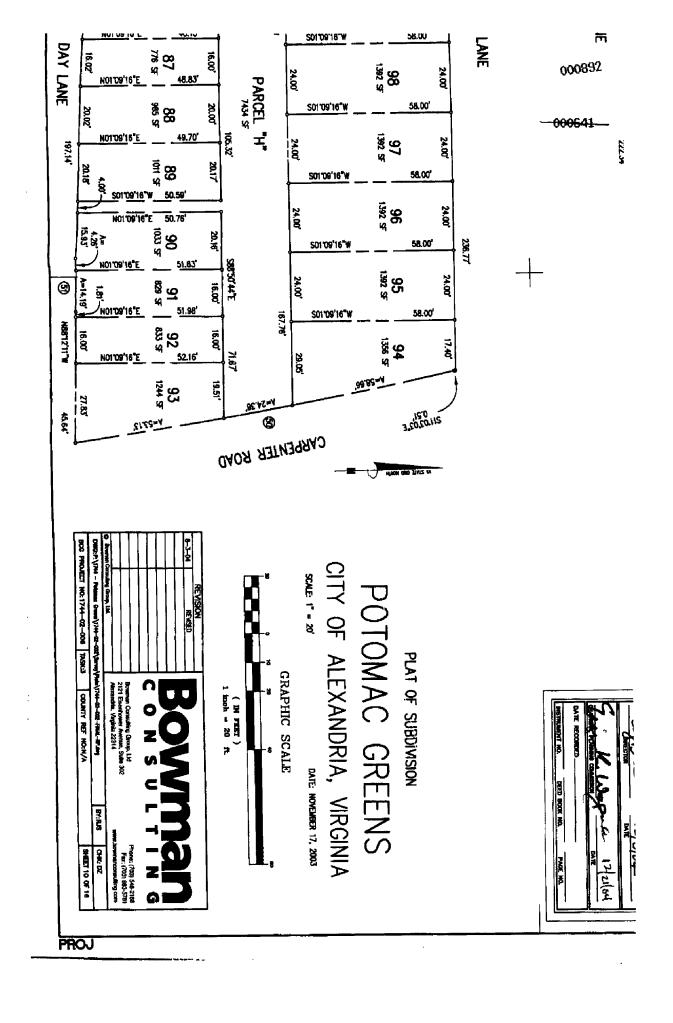


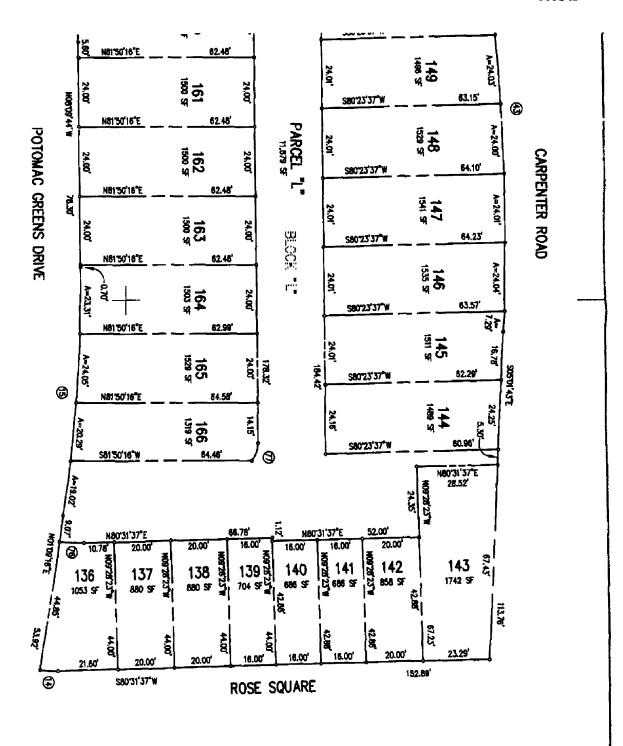
Š

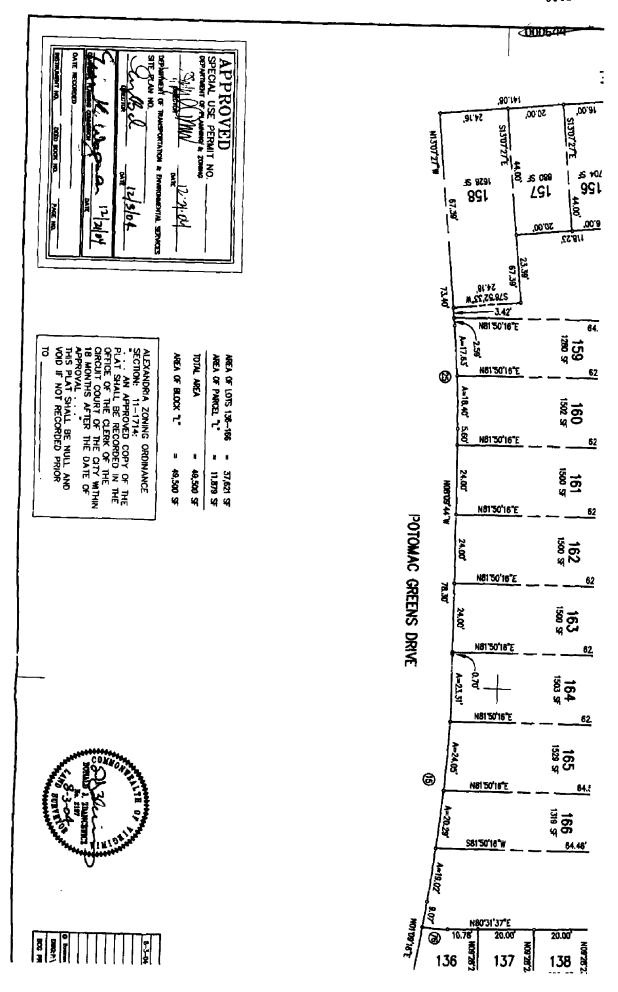
12/3/04

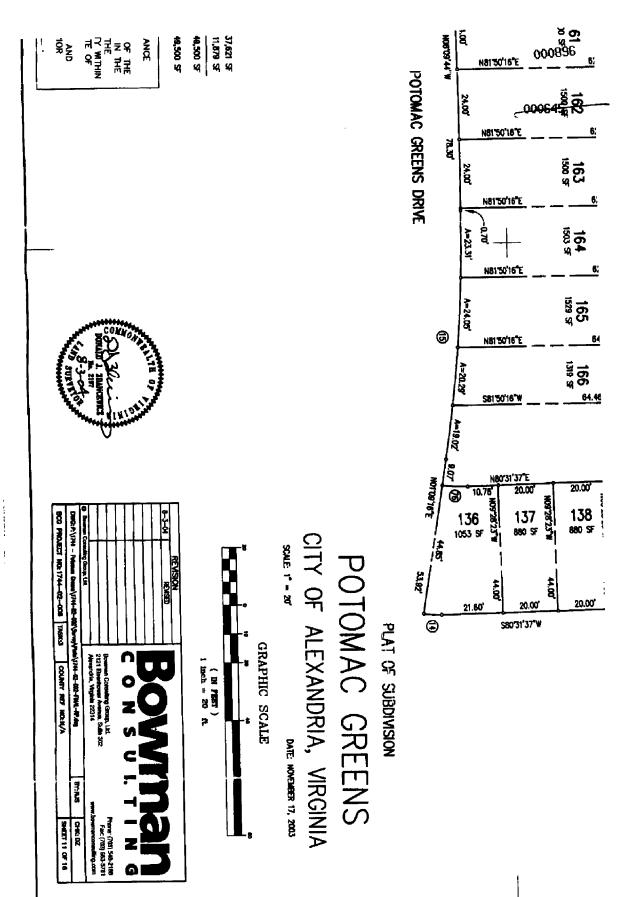
12/21/04

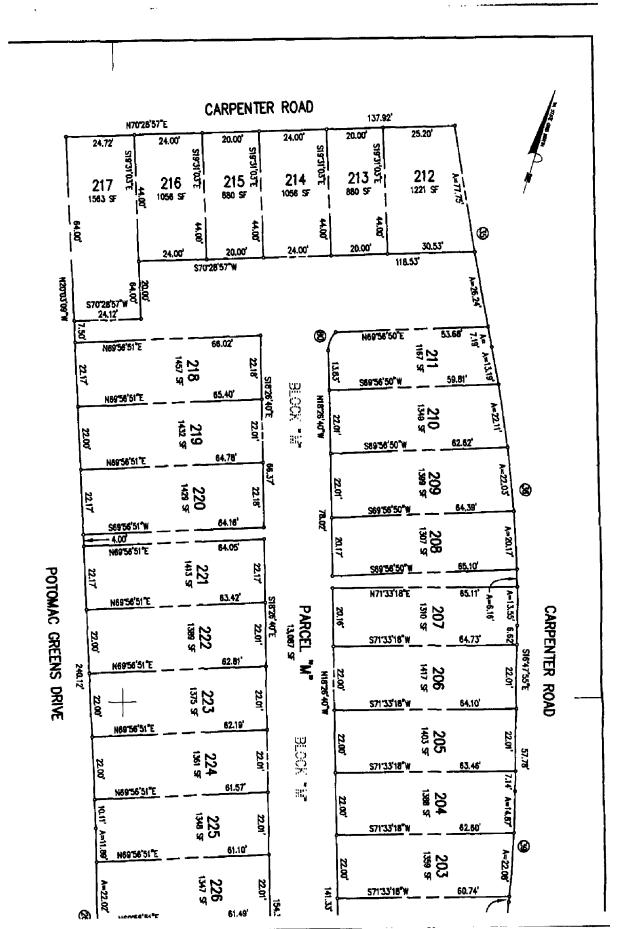


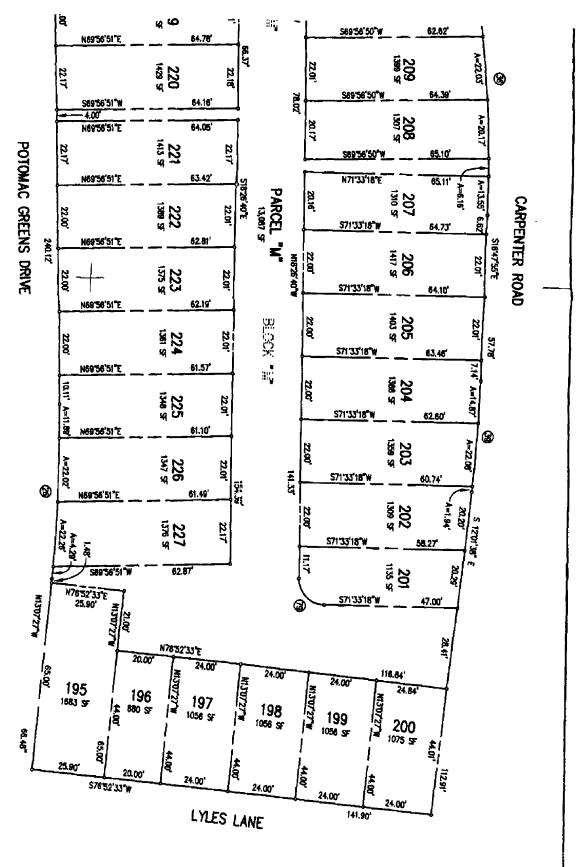












_000648

N70"28"57"E

24.72

24.00

APPROVED

SPECIAL USE PERMIT NO.

DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVES

SIEPLAN NO.

SIEPLAN NO.

DATE STUDIES

PARE RECORDED

DATE STUDIES

PARE RECORDED

DESTRUMENT NO.

DESTRUMENT NO.

DATE STUDIES

PARE RECORDED

DESTRUMENT NO.

DESTRU

AREA OF PARCEL "N"
TOTAL AREA

41,932 SF 13,087 SF 55,019 SF

AREA OF BLOCK "N"

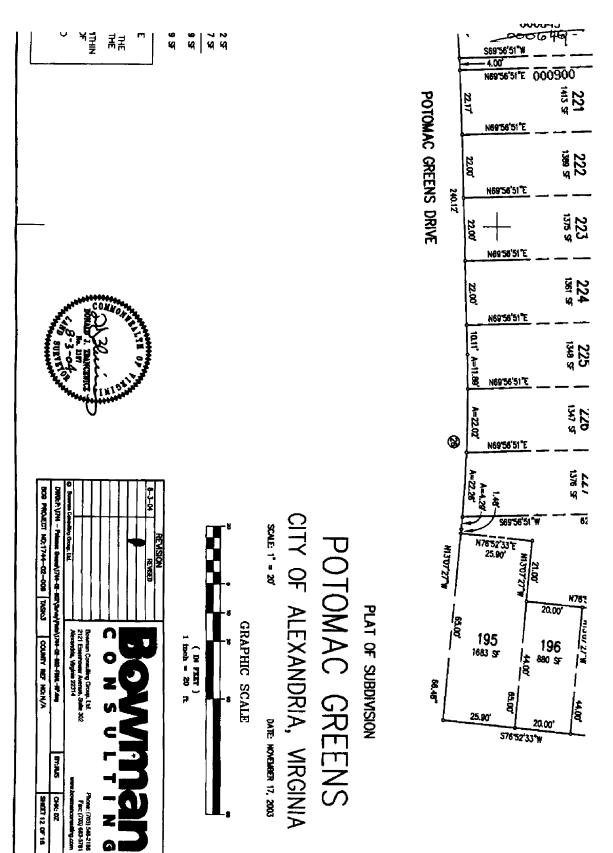
= 55,019 SF

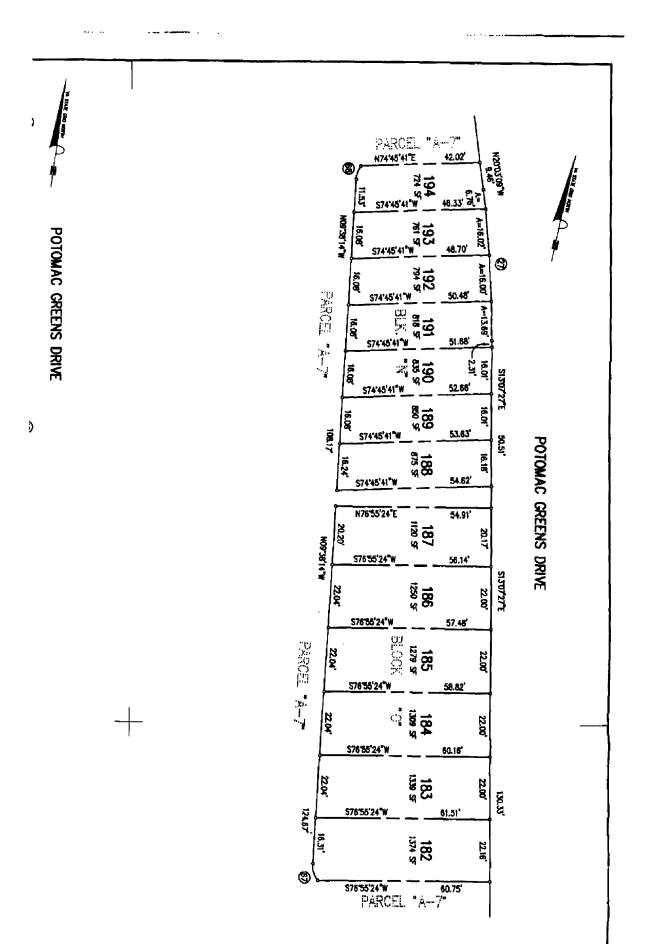
POTOMAC
GREENS
DRIVE

	21.77 21.77 1563 SF 2.6	216 SECTION SE
N20'03'09"W	\$70'28'57"W S S S S S S S S S S S S S S S S S S S	
	N6956'51"E	218
	22 84 N69'56'51'E	219
	\$59'56'51"W	220 1429 \$F
	N69'56'51'E	221
240.12	N69 5 6'51'E	222
12	13	223
	13 85 858 151 E	224
	10. 11. 11. 11. 11. 11. 11. 11. 11. 11.	225 1348 SF
8	1 13 13 14 15 16936'51'E	226 1347 SF
	1.48"- A=4.28'- A=22.28'	22/ 1378 SF

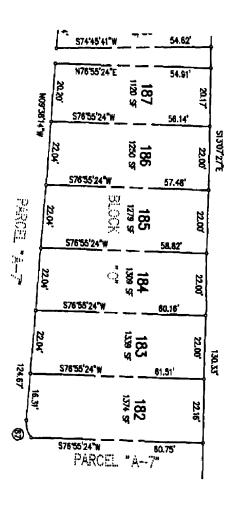


	 _	_	_	 		
BCG PR					7 2	





IAC GREENS DRIVE

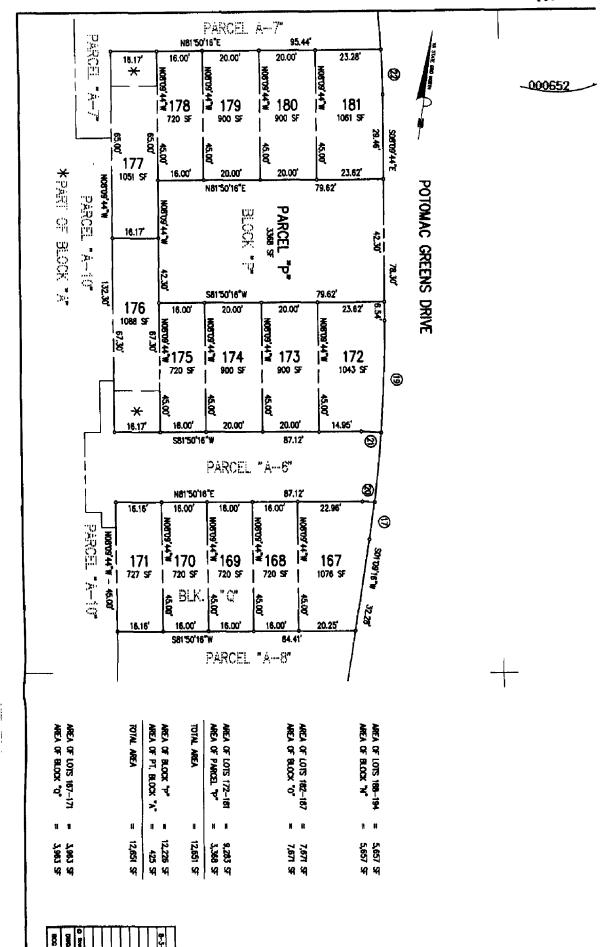


ALEXANDRIA ZONING ORDINANCE
SECTION: 11-1714:

... AN APPROVED COPY OF THE
PLAT SHALL BE RECORDED IN THE
OFFICE OF THE CLERK OF THE
CIRCUIT COURT OF THE CITY WITHIN
18 MONTHS AFTER THE DATE OF
APPROVAL.

THIS PLAT SHALL BE NULL AND
VOID IF NOT RECORDED PRIOR
TO







000653

) 		N81°50'16	" E	87.1	2'		8
4	16.16'	15.00°	16.00'	15.00'	3	22.96'	10
PARCEL "	171 727 SF	170 1720 SF	169 1720 SF	168 720 SF	W.71,60.80H	167 1078 SF	A.91,60.105
- 45.00°		BLK.	ફ	5.00	5.00	ast	32.28
•	15.15	16.00*	16.00	15.00' 84.	 	20.25	1
		S81'50'16		*A8*	•	İ	

AREA OF BLOCK "O" = AREA OF BLOCK "P" = TOTAL AREA AREA OF LOTS 172-181 12,651 SF 9,283 ST 3,366 ST 12,226 SF 425 SF

7,671 SF 7,671 SF

AREA OF BLOCK "N" 5,657 SF 5,657 SF

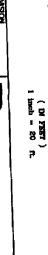
PLAT OF SUBDIVISION

CITY OF ALEXANDRIA, VIRGINIA POTOMAC GREENS

SCALE: 1" = 20"

DATE: NOVEMBER 17, 2003

GRAPHIC SCALE



		BOD PROJECT NO.1744-02-006 TASKS COUNTY HEE NO.N/A
CHART 13 OF 16		OHONE AND
5	OT: PUS	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Cam. 77		D. Bournan Consulting George, Ltd.
	44	Alexandria, Virginia 22314
COMPANIES COMP		2121 Eigenhower Avenue, Surte 302
Fax. (703) 863-5781		Bownen Consulting Group, Ltd.
Phone: (703) 548-2189	_	
2	r	
2	-	
3		
	3	P-V-Q REMODE
})	REVISION

ON THEMPTHEN DEED BOOK NO. 12/2/1

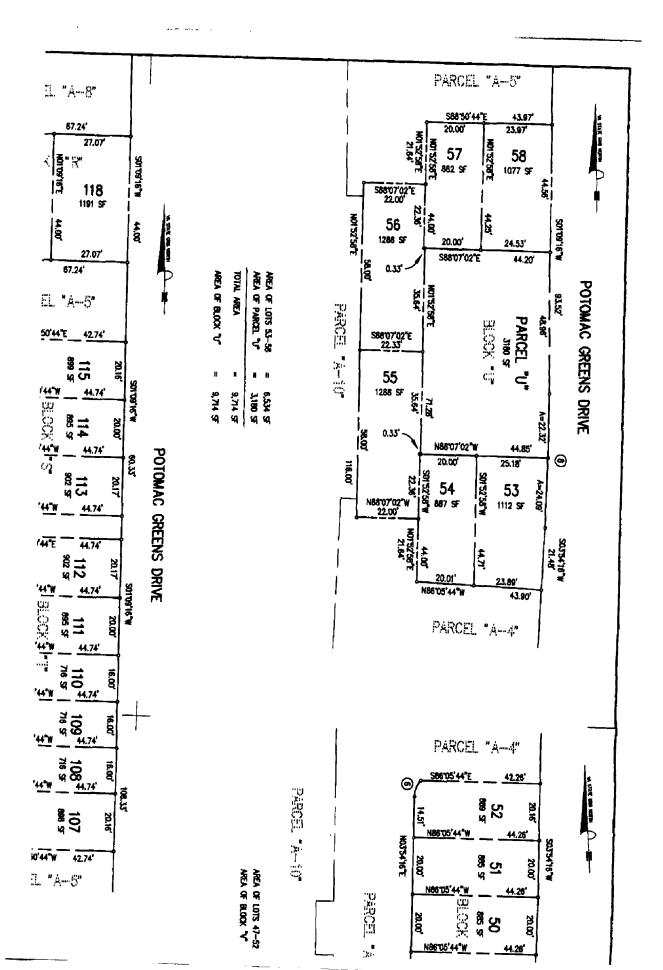
PROJ

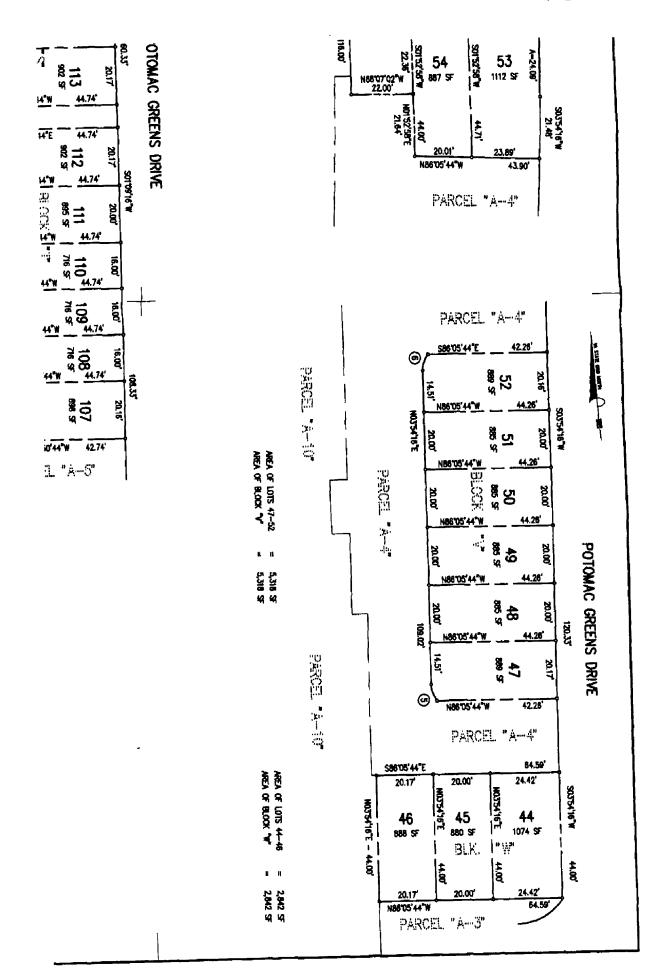
AREA OF BLOCK "Q" =

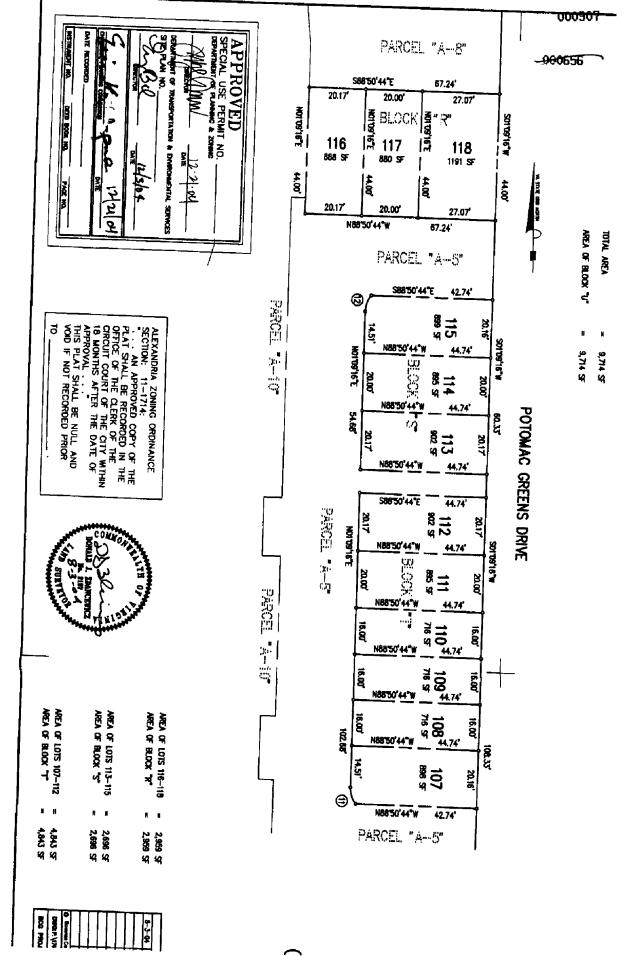
3,963 SF 3,963 SF

TOTAL AREA

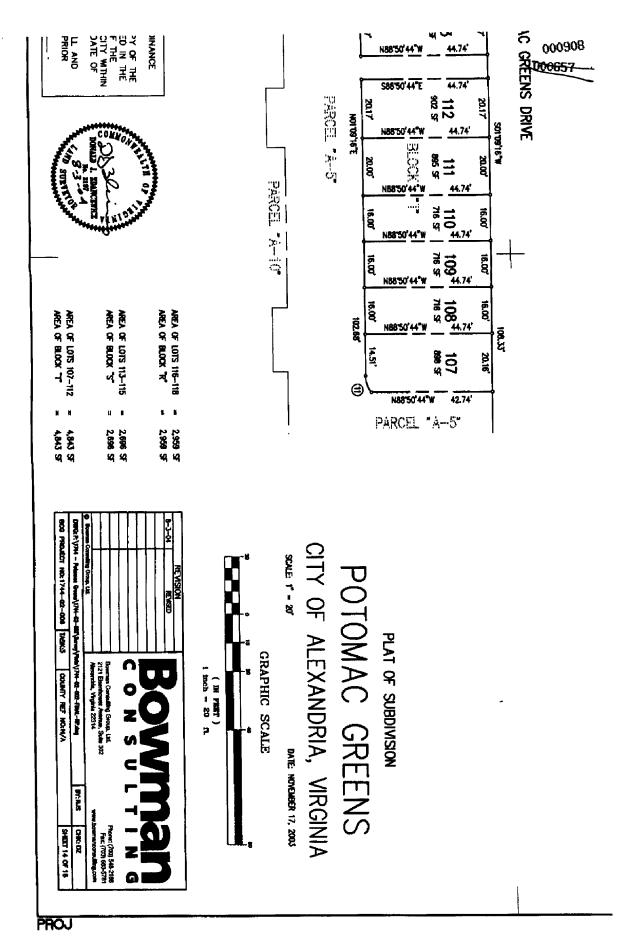
12,651 SF

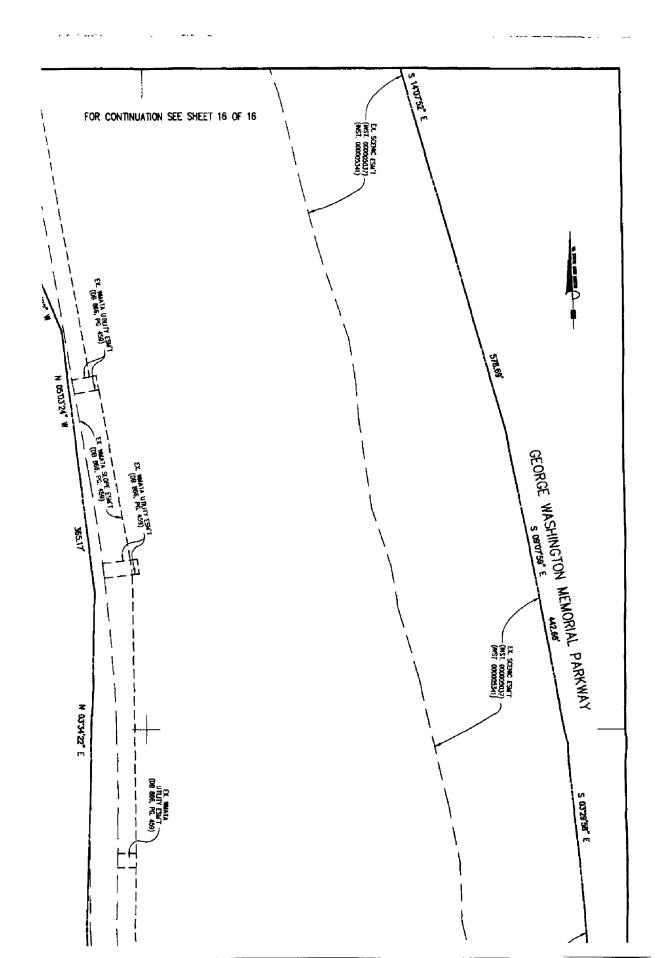


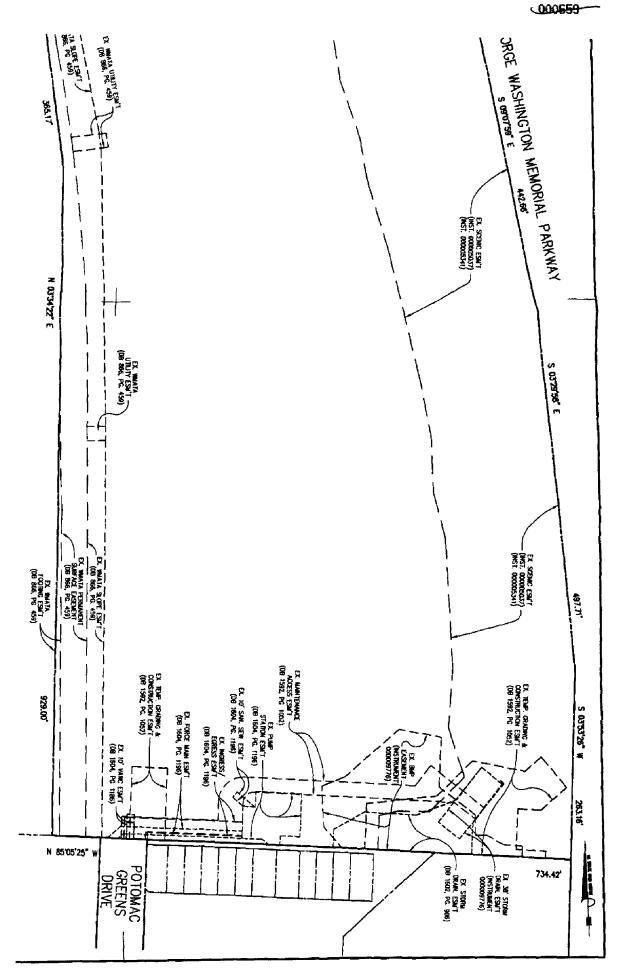


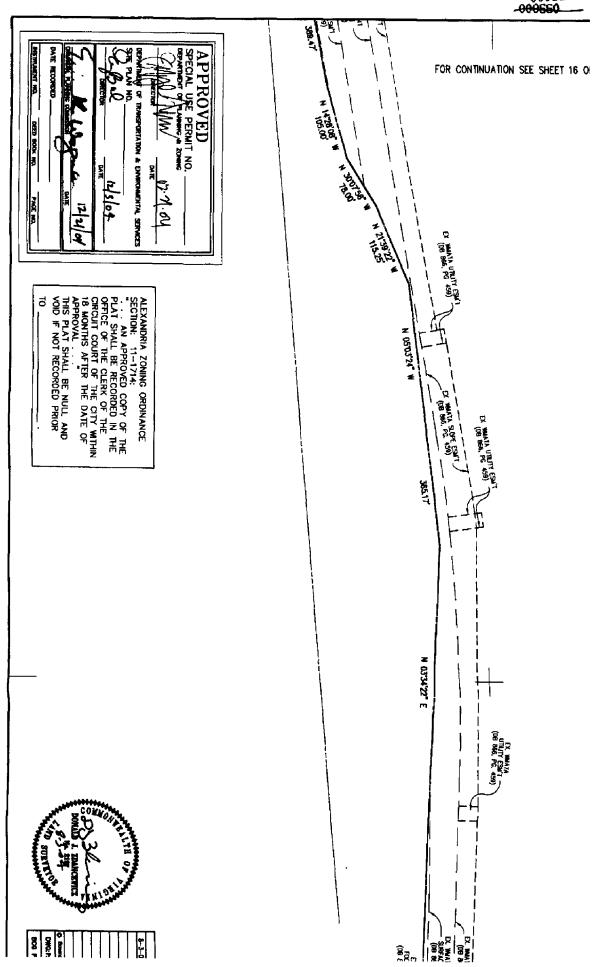


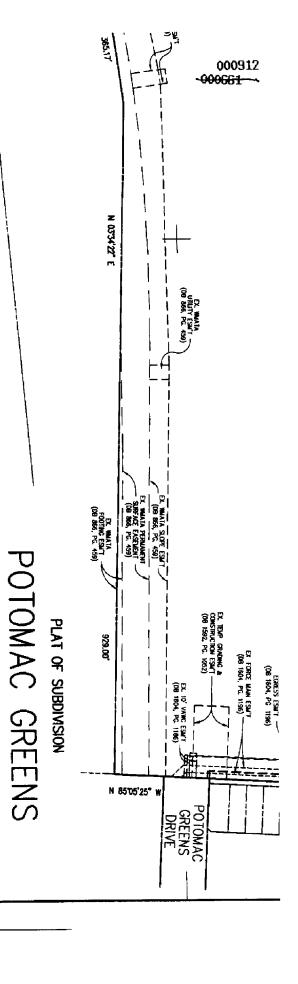
i















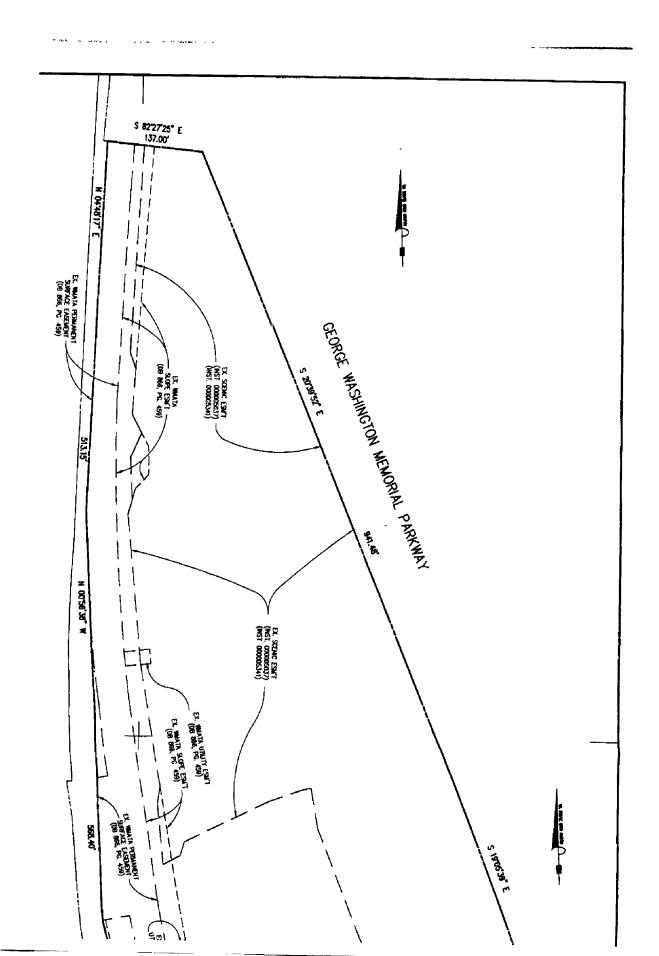
(IN FEET) 1 Inch = 80 ft

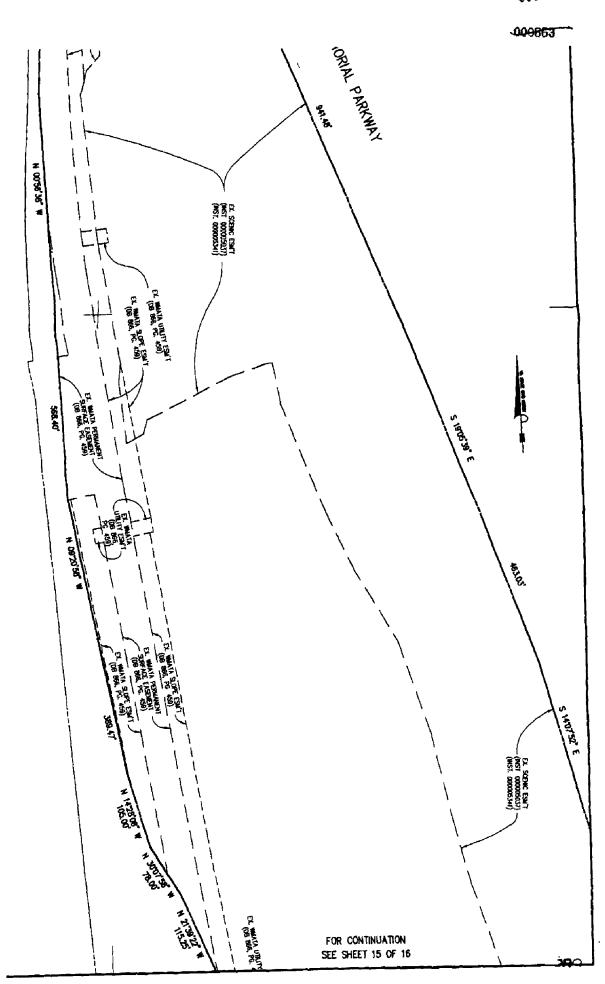
CITY OF ALEXANDRIA, VIRGINIA

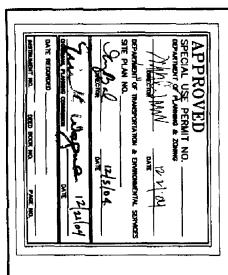
GRAPHIC SCALE

ICG PROJECT NO: 1744-02-008 ;P-\/744 - Polamus: Grano\/744-42-502\/3arey\/Yado\/744-42-502-FMA-18'.deg Bowman Consulting Group. Ltd 2121 Essentrower Avenue, Suite 302 Alexandria. Virguna 22314 COUNTY REF HO:N/A BY: RUS Phone. (703) 548-2188 Fax: (703) 883-5781 w.bowmenconsulfing.com CHRC: 02 SHEET 15 OF 16

PROJ



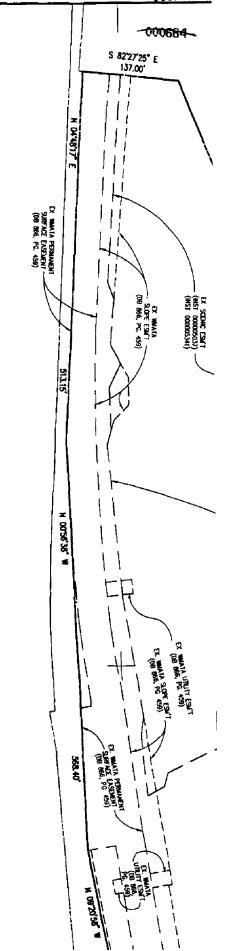




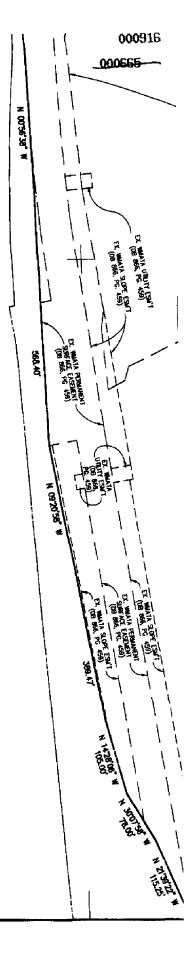
ALEXANDRIA ZONING ORDINANCE SECTION: 11-1714:

... AN APPROVED COPY OF THE PLAT SHALL BE RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE CITY WITHIN 18 MONTHS AFTER THE DATE OF APPROVAL.
THIS PLAT SHALL BE NULL AND YORD IF NOT RECORDED PRIOR

ᅙ









z

POTOMAC GREENS
CITY OF ALEXANDRIA, VIRGINIA GRAPHIC SCALE (IN FEST) 1 Inch = 80 ft

PLAT OF SUBDIVISION

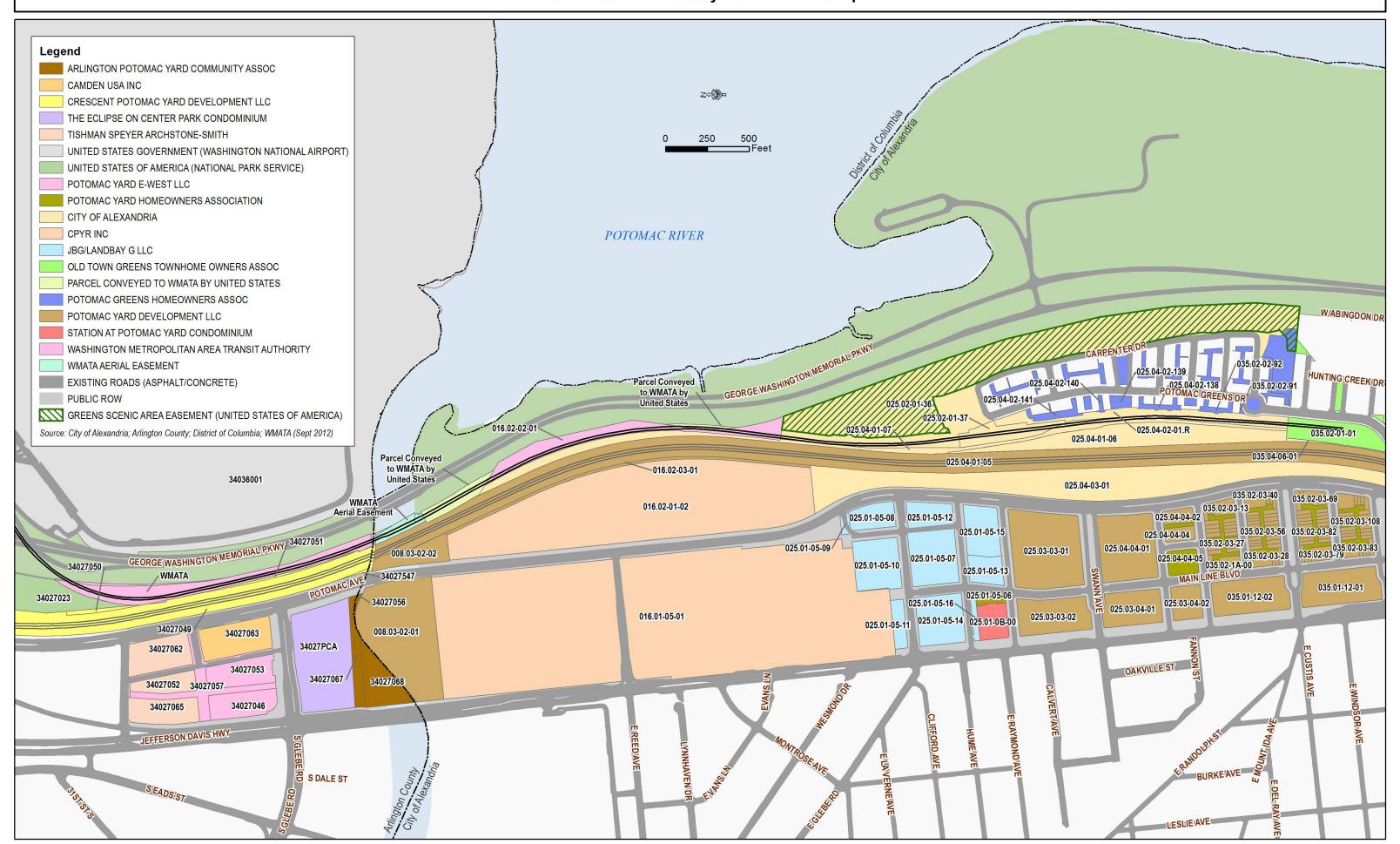
COUNTY REF NO:N/A Phone: (703) 546-2186 Fax: (703) 683-5784 #.bowmer.consulfing.com SHEET 16 OF 10

PROJ

ATTACHMENT E:

Parcel Ownership in Vicinity of Greens Scenic Area

Potomac Yard and Vicinity Parcel Ownership



ATTACHMENT F:

Keeper of the National Register Determination of Eligibility Notification



United States Department of the Interior

NATIONAL PARK SERVICE 1849 C Street, N.W. Washington, D.C. 20240

IN REPLY REFER TO:

DETERMINATION OF ELIGIBILITY NOTIFICATION

National Register of Historic Places	,
National Park Service	
Name of Property: Greens Scenic Area Ea	asement
Location: Alexandria	State: VA
Request submitted by: Elizabeth Patel, FPG	D, Federal Transit Administration, 1200 New Jersey
Ave., SE., Washington, DC 20590	,
Date received: 12/19/2014 Additional info	ormation received March 9, 2015
Opinion of the State Historic Preservation Officer:	
EligibleNot Eligible	X_No ResponseNeed More Information
Comments:	
The Secretary of the Interior has determined that this pr	operty is:
X Eligible	Not Eligible
Applicable critoria: C	

The Greens Scenic Area Easement is eligible for the National Register of Historic Places as a parcel of land which contributes to the historic scenic qualities of the Mount Vernon Memorial Highway (the first segment of the George Washington Memorial Parkwa)y. The highway and the parkway were listed in the National Register of Historic Places in 1981 and 1995 respectively for their commemorative values, design elements and aesthetics, and scenic preservation qualities. The Greens Scenic Area Easement is a 20.54 acres parcel of open, undeveloped land located west and immediately adjacent to the parkway in Alexandria, Virginia and is characterized by low marshy wetlands and uplands populated with trees and other vegetation. The Greens Scenic Area Easement has been legally preserved as undeveloped land since 1938. Its undeveloped natural character contributes to the original design of the roadway and its landscape, which took in the natural setting of the Potomac River valley.

Keeper of the National Register

3/17/2015

WASO-28



United States Department of the Interior

NATIONAL PARK SERVICE 1849 C Street, N.W. Washington, D.C. 20240

IN REPLY REFER TO:

DETERMINATION OF ELIGIBILITY NOTIFICATION

National Register of Historic Places

National Park Service	
Name of Property: Greens Scenic Area Easement	
Location: Alexandria	State: VA
Request submitted by: Elizabeth Patel, FPO, Federal	Transit Administration, 1200 New Jersey
Ave., SE., Washington, DC 20590	•
Date received: 12/19/2014 Additional information re	eceived March 9, 2015
Opinion of the State Historic Preservation Officer:	
EligibleNot EligibleX_No Respon	nseNeed More Information
Comments:	
The Secretary of the Interior has determined that this property is:	
X_Eligible	Not Eligible
Applicable criteria: C	

Comment:

The Greens Scenic Area Easement is eligible for the National Register of Historic Places as a parcel of land which contributes to the historic scenic qualities of the Mount Vernon Memorial Highway (the first segment of the George Washington Memorial Parkwa)y. The highway and the parkway were listed in the National Register of Historic Places in 1981 and 1995 respectively for their commemorative values, design elements and aesthetics, and scenic preservation qualities. The Greens Scenic Area Easement is a 20.54 acres parcel of open, undeveloped land located west and immediately adjacent to the parkway in Alexandria, Virginia and is characterized by low marshy wetlands and uplands populated with trees and other vegetation. The Greens Scenic Area Easement has been legally preserved as undeveloped land since 1938. Its undeveloped natural character contributes to the original design of the roadway and its landscape, which took in the natural setting of the Potomac River valley.

Keeper of the National Register

Date

3/17/2015

WASO-28



United States Department of the Interior

NATIONAL PARK SERVICE 1849 C Street, N.W. Washington, D.C. 20240

IN REPLY REFER TO:

DETERMINATION OF ELIGIBILITY NOTIFICATION

National Register of Historic Places

realization of flactorio flactor	
National Park Service	
Name of Property: Greens Scenic Area	Easement
Location: Alexandria	State: VA
Request submitted by: Elizabeth Patel, Fi	PO, Federal Transit Administration, 1200 New Jersey
Ave., SE., Washington, DC 20590	
Date received: 12/19/2014 Additional in	nformation received March 9, 2015
Opinion of the State Historic Preservation Officer:	
EligibleNot Eligible	X_No ResponseNeed More Information
Comments:	
The Secretary of the Interior has determined that this	property is:
_X_Eligible	Not Eligible
Applicable criteria: C	
Comment:	
	ational Register of Historic Places as a parcel of land which contributes to
	morial Highway (the first segment of the George Washington Memoria
	the National Register of Historic Places in 1981 and 1995 respectively for
	esthetics, and scenic preservation qualities. The Greens Scenic Area
	land located west and immediately adjacent to the parkway in Alexandria,
	nd uplands populated with trees and other vegetation. The Greens Scenic
	ped land since 1938. Its undeveloped natural character contributes to the
original design of the roadway and its landscape, which	took in the natural setting of the Potomac River valley.
eeper of the National Register	Date

WASO-28

ATTACHMENT G:

Mount Vernon Memorial Highway NRHP Nomination Form

UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES **INVENTORY - NOMINATION FORM**

FOR NPS			
RECEIVE			

DATE ENTERED

SEE INSTRUCTIONS IN HOW T			
1 NAME ALESSA MANAGO EN ALA MANAGO	0.5 (Magazzaza)		3/17/81
AND/OR COMMON George Washington Memoria	ıl Parkway (portior	1)	6/10
2 LOCATION STREET & NUMBER & From Men	usual bridge	S to Mow	Levnon
CITY, TOWN		CONGRESSIONAL DISTR	ICT
Arlington/Alexandria/Mount Vernon	VICINITY OF	8th (VA)	
STATE	CODE	COUNTY	CODE
Virginia: Washington, D.C. VA:51		<u>dria (510), Arli</u>	
3 CLASSIFICATION	I.	Pairfax (059), D.	C. (001)
CATEGORY OWNERSHIP DISTRICT	STATUS X_OCCUPIED _UNOCCUPIED _WORK IN PROGRESS ACCESSIBLE _YES: RESTRICTED X_YES UNRESTRICTED _NO Cark Service	AGRICULTURECOMMERCIALEDUCATIONALENTERTAINMENTGOVERNMENTINDUSTRIALMILITARY	ENT USE _MUSEUM X_PARK _PRIVATE RESIDENC _RELIGIOUS _SCIENTIFIC X_TRANSPORTATION _OTHER.
CITY TOWN		STATE	
Washington	VICINITY OF	D.C. 202	42
5 LOCATION OF LEGAL DESCR COURTHOUSE. REGISTRY OF DEEDS, ETC STREET & NUMBER	RIPTION		
CITY TOWN	,	STATE	
REPRESENTATION IN EXIST	ING SURVEYS		
DATE .	FEDERAL	STATECOUNTYLOCAL	
OEPOSITORY FOR SURVEY RECORDS			-
CITY, FOWN		STATE	

CONDITION

__DETERIORATED

CHECK ONE

X_EXCELLENT __GOOD

__FAIR

__UNEXPOSED

_RUINS

_UNALTERED X_ALTERED

CHECK ONE

X_ORIGINAL SITE __MOVED

DESCRIBE THE PRESENT AND ORIGINAL (IF KNOWN) PHYSICAL APPEARANCE

The Mount Vernon Memorial Highway, a portion of the George Washington Memorial Parkway, links the southwestern end of Arlington Memorial Bridge on Columbia Island, Washington, D.C., with Mount Vernon in Fairfax County, Va., along a route roughly paralleling the Potomac River. The highway was designed and landscaped to maximize scenic, esthetic, and commemorative qualities and retains much of its intended character.

The 8-1/2-mile section in Fairfax County from Mount Vernon north to Hunting Creek, the southern boundary of Alexandria, is the least altered portion of the highway. Much of the original concrete slab construction remains exposed on this section of the road, which is four lanes wide with occasional planted median dividers at grade separations and intersections.

At the Mount Vernon terminus is a landscaped traffic circle with flanking parking areas screened by vegetation in accordance with the original design. Facing the circle next to the gateway to George Washington's estate is the Mount Vernon Inn, a colonial revival restaurant, snack bar, and gift shop; it and a comparably designed octagonal structure in front used as a Park Police office were built in conjunction with the parkway. A bronze plaque on a boulder nearby identifies the Mount Vernon Memorial Highway and its construction for the bicentennial of Washington's birth.

A single-arch bridge with battered abutments and a decorative projecting stone course carries the highway across Little Hunting Creek where it enters the Potomac just east of Washington's estate. The alignment then curves north with the riverbank, the road running close to the river's edge as it passes Fort Washington on the Maryland shore to provide scenic views of that impressive 19th century stone fortress. A bridge of a single segmental arch bordered by battered buttress projections carries Alexandria Avenue across the parkway. At the north end of the section is the bridge over Hunting Creek, three arches between battered abutments with battered buttresses articulating the piers. All bridges are compatibly faced with varicolored rough random ashlar.

Beveled curbing is used throughout the southern section of the highway for easy pull-off onto the adjacent grass. Guard rails where needed are of treated, unpainted wood to blend with the natural landscape. The original plantings here are most fully intact at the Mount Vernon terminus and at Belle Haven, a short distance south of Hunting Creek.

North of Hunting Creek through the Old Town section of Alexandria the parkway utilizes Washington Street, which runs straight on a nearly north-south alignment about 1-3/4 miles to just north of First Street. Laid out in the late 18th century, Washington Street is lined with many late 18th and 19th century buildings. In 1929 the city of Alexandria granted the United States a perpetual easement over the

> (continued) 00年

graphic and

8 SIGNIFICANCE

PERIOD AREAS OF SIGNIFICANCE CHECK AN	
	RATURE X.SCULPTURE TARY _SOCIAL/HUMANITARIAN

SPECIFIC DATES 1929-32

BUILDER/ARCHITECT U.S. Bureau of Public Roads

STATEMENT OF SIGNIFICANCE

The Mount Vernon Memorial Highway is significant as the first parkway constructed and maintained by the U.S. Government and as the first such road with a commemorative function explicit in its name and alignment. Although predated by other parkways, notably in Westchester County, New York, the Mount Vernon Memorial Highway south of Alexandria is probably the least altered of such early roads in the United States today. Its distinctive stone-faced arch bridges, concrete slab base, beveled curbing, and landscape plantings mark its special quality.

Planning for a highway "of noble proportions" linking Washington, D.C., with the national shrine of Mount Vernon began in 1887-88 with the formation of the Mount Vernon Avenue Association, chartered by the Commonwealth of Virginia. Pursuant to a congressional directive, Lt. Col. Peter C. Hains of the U.S. Army Corps of Engineers surveyed several routes from the Virginia end of Aqueduct Bridge (predecessor of Key Bridge) to George Washington's home and tomb. Hains' vision of the nature and purpose of the road was reflected in his report; submitted in 1890:

It is to commemorate the virtues of the grandest character in American history.... A road, therefore, built from the capital of the nation to the tomb of its founder, would not be such as built for ordinary traffic. It should have the character of a monumental structure, such as would comport with the dignity of this great nation in such an undertaking, and the grandeur of character of the man to whom it is dedicated.... The grades should be light, the alignment in graceful curves, and it should pass over some of the high grounds from which the beautiful scenery along the route could be enjoyed, and possibly near the places that Washington himself frequented—places that now have a historical interest because they are associated with him.... The roadway should be well paved and well kept. It should be such a work as no American need feel ashamed of.

The highway plans received a setback in 1892 when the Washington, Alexandria, and Mount Vernon Railroad built an electric railway to Mount Vernon, reducing the functional need for the proposed road. But the concept was kept alive in the comprehensive 1902 report of the Park Improvement Commission of the District of Columbia, sponsored by the Senate Committee on the District of Columbia chaired by Senator James McMillan. The Senate Park Commission or McMillan Commission, as it was popularly known, proposed the construction of the present Arlington Memorial Bridge and recommended that a highway proceed from its southwest terminus to Mount Vernon along one of the higher and more inland routes surveyed by Hains.

(continued)

James M. Goode. The Outdoor Sculpture of Washington Institution Press, 1974. David Murphy. "Mount Vernon Memorial Highway; Forty script, National Capital Region, National Park Ser National Capital Planning Commission. Worthy of the for the National Capital. Washington: Smithsonia	Years in Design." 23 p. type- vice. Nation: The History of Planning
10 GEOGRAPHICAL DATA ACREAGE OF NOMINATED PROPERTY C. 515 UTM REFERENCES SEE CONTINUATION SHEET	
ZONE EASTING NORTHING ZONE C	EASTING NORTHING
The boundary includes those Federal lands of the Geo deliniated on the accompanying U.S.G.S maps, plus Wa as subject to a Federal easement for parkway purpose	shington Street in Alexandria
STATE CODE COUNTY	Arlington 013 Alexandria (city) CODE 510 Fairfax 059
STATE COUNTY District of Columbia 11	CODE 001
TI FORM PREPARED BY NAME/TITLE Barry Mackintosh, Regional Historian ORGANIZATION National Capital Region, National Park Servi STREET & NUMBER 1100 Ohio Drive, S.W. CITY OR TOWN Washington	TELEPHONE (202) 426-6660 STATE
CERTIFICATION OF NOMINATION	
YES X NO Tucker Hill, Executive Director Va. Historic Landmarks Commission &	NONE 3/17/ STATECHISTORIC PRESERVATION OFFICER SIGNATURE
YES X NO Tucker Hill, Executive Director	STATECHISTORIC PRESERVATION OFFICER SIGNATURE to the National Register, certifying that the State is nomination to the State Review Board and to State Local.
YES X NO	STATECHISTORIC PRESERVATION OFFICER SIGNATURE to the National Register, certifying that the State is nomination to the State Review Board and to State Local.
Tucker Hill, Executive Director Va. Historic Landmarks Commission & In compliance with Executive Order 11593. I hereby nominate this property to Historic Preservation Officer has been allowed 90 days in which to present the evaluate its significance. The evaluated level of significance isNational FEDERAL REPRESENTATIVE SIGNATURE	STATECHISTORIC PRESERVATION OFFICER SIGNATURE to the National Register, certifying that the State is nomination to the State Review Board and to State Local. DATE

KEEPER OF THE NATIONAL REGISTER

Form No. 10-300a (Rev. 10-74)

UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES INVENTORY -- NOMINATION FORM

Son tipo (include	The second secon
FOR NPS USE ONLY	
] : 이미 레인상 : [기본 - 10] - [기본 -	님이 좋아요 하는 것이 없는 것이다.
RECEIVED	선생, 경험 등에 하는 그가 되었다.
	그리다 얼마는 그녀의 그리고했다.
IDATE ENTERED	

CONTINUATION SHEET /

ITEM NUMBER 7

PAGE 2

street in furtherance of the memorial highway development. The agreement conveying the easement provided, <u>inter alia</u>, that the United States would reconstruct and maintain Washington Street consistent with its new function as a parkway link, that Alexandria would control entering traffic to give the street precedence as a main thoroughfare, and that the city would ban facing billboards and restrict the street "to residential and business development of such character and of such type of building as will be in keeping with the dignity, purpose and memorial character" of the highway. These provisions and the city's Old and Historic Alexandria District ordinance dating from 1946 perpetuated the distinctive character of Washington Street evident today. (Washington Street and the historic buildings facing it are already included in the National Register as elements of the Alexandria Historic District; the street is included again here by virtue of the Federal interest in it as a component of the memorial highway.)

North of First Street the highway returns to the full jurisdiction of the United States and continues about 5-1/2 miles to the traffic circle at the end of Arlington Memorial Bridge. This section was and is divided by a median strip. Alterations from the original construction include asphalt paving, realignment around National Airport, widening to six lanes between the airport and the 14th Street bridges to Washington, and relocation of the southbound lane where it formerly joined the circle at the bridge. The beveled curbing continues.

For about the first 3/4-mile of this section the northbound lanes are on axis with the Washington Monument in Washington, D.C., offering motorists a striking vista to the giant obelisk over four miles distant. This slightly downsloping stretch, known as Monument View Hill, also contains remnants of the original plantings. The bridge over Four Mile Run to the north (the boundary between Alexandria and Arlington County) was constructed in the late 1970s and is not a contributing element of this nomination. A bridge like the Alexandria Avenue overpass carried the parkway on its original alignment through what is now National Airport; since the parkway was realigned west of the airport, the bridge has remained to carry internal airport traffic over an access road to the north terminal. (The bridge is now outside National Park Service jurisdiction and no longer serves the parkway, so it is not included in this nomination.) Just north of the airport the highway crosses Roaches Run on an original stone-faced box culvert. The random ashlar facing of the parkway bridges was employed by the Richmond, Fredericksburg, and Potomac Railroad in its bridge over the highway and to a lesser degree in the more recent Rochambeau and George Mason (14th Street) highway bridges paralleling the railroad to the north. A wholly modern, functional Metrorail overpass was added in the late 1970s between the railroad and highway bridges. (These spans are outside Service jurisdiction and excluded from this nomination.) A short distance beyond these overpasses the parkway crosses the Boundary Channel to Columbia

(continued)

Form No. 10-300a (Rev. 10-74)

UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES INVENTORY -- NOMINATION FORM

FOR NPS USE ONLY RECEIVED	FOR NP	LISE ON	JI Y	1 1 11	V 413	2 7215	
RECEIVED	· On the c	, , , , , , , , ,	1.1.	Jan.		digit.	
HECEIVED NO NAME OF A CONTROL OF THE	BE 050 45		Belender.				
그 하는 그는 사람이라 사람들이 되어 되어 되어 가장 회장에 놓으면 하지만 없다.	HECFIAE	D ·	승사 전신				
	100					8 (§	6.5%

CONTI	NU	ATION	ISHE	ET

ITEM NUMBER

PAGE 3

Island, Washington, D.C., on another single arch bridge with battered buttress projections and varicolored random ashlar facing. The road proceeds along the island for about a mile to its terminus at the Arlington Memorial Bridge circle.

Although not constructed in connection with the Mount Vernon Memorial Highway, the Navy-Marine Memorial adjoins it on the eastern end of Columbia Island and is included in this nomination. The memorial features a cast aluminum sculpture of a rolling wave with seven seagulls intricately balanced atop it. The base is of green granite. The memorial, approximately 30 feet long and 35 feet tall, commemorates the men of the U.S. Navy and U.S. Marine Corps who died at sea during World War I.

Approximately 1/4-mile from the Navy-Marine Memorial on the west side of the parkway is the Lyndon Baines Johnson Memorial Grove on the Potomac, a modern landscaped memorial to President Johnson. It is listed separately in the National Register.

45 74 ·

280 mg/2000

Form No. 10-300a (Rev. 10-74)

UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES INVENTORY -- NOMINATION FORM

FOR NPS USE ON	LY	1.34.45	
RECEIVED	anakan Grejako	1014 (M.) 14 (M.)	
DATE ENTERED			

CONTINUATION SHEET 3

ITEM NUMBER 8

PAGE 2

In 1922 Congress appropriated funds for the planning of Arlington Memorial Bridge, and in 1924 it created the United States Commission for the Celebration of the Two Hundredth Anniversary of the Birth of George Washington. Construction of the bridge beginning in 1926 gave impetus to plans for a road linking it to Mount Vernon, and an act of Congress approved May 23, 1928, directed the survey and construction of a "suitable memorial highway" between these points under the auspices of the Washington bicentennial commission. The act ordered the Secretary of Agriculture, who had jurisdiction over the Bureau of Public Roads, to survey routes for selection by the commission and prepare highway plans with "provision for the planting of shade trees and shrubbery and for such other landscape treatment, parking, and ornamental structures as he may prescribe...."

Because of Westchester County's pioneering role in parkway design and construction, the Bureau of Public Roads hired as consultants three employees of the Westchester County Park Authority: Chief Engineer Jay Downer, Landscape Architect Gilmore D. Clarke, and Landscape Plantsman Henry Nye. The resulting design similarity to the New York parkways was evident in such features as the bridges of reinforced concrete slab and girder construction masked by native stone arches and the rustic wooden guardrails.

Two routes were chosen as alternatives, both of which were further modifications of alignments proposed by Hains. The commission ultimately selected the route nearest the Potomac, which afforded fine views of the river and the striking axial vista of the Washington Monument for traffic northbound from Alexandria—especially fitting given the highway's commemorative purpose. Construction began under the direction of the Bureau of Public Roads on September 17, 1929; the road was opened to traffic on January 16, 1932, the bicentennial year of Washington's birth. President Hoover traveled the highway to Mount Vernon that November for its formal dedication.

While the Mount Vernon Memorial Highway was still under construction, the Capper-Crampton Act of May 29, 1930, authorized the Federal acquisition of additional lands on both sides of the Potomac for the development of the George Washington Memorial Parkway. This act provided for the transfer of the completed Mount Vernon Memorial Highway to the Office of Public Buildings and Public Parks of the National Capital—subsumed by the National Park Service in 1933—as a component of the larger parkway, which ultimately extended northwest to Great Falls on the Virginia side of the river and from Chain Bridge to Cabin John on the Maryland side. (A proposed linking bridge across the Potomac at Great Falls and an extension in Maryland south to Fort Washington were never built.) The road remains under National Park Service administration.

(continued)

Form No. 10-300a (Rev. 10-74)

UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES INVENTORY -- NOMINATION FORM

FOR NPS USE ONLY	
RECEIVED	
DATE ENTERED	

CONTINUATION SHEET #

ITEM NUMBER 8

PAGE 3

With the exception of traffic lights in Alexandria, there are no impediments to the free flow of traffic on the parkway in keeping with its historic character. The highway serves as the major access to a number of scenic and recreational features along its route, including Riverside, Fort Hunt, Belle Haven, Dyke Marsh, Daingerfield Island, Gravelly Point, Roaches Run, and Collingwood.

The Navy-Marine Memorial was erected in 1934 on lands of the Mount Vernon Memorial Highway at the east end of Columbia Island, Washington, D.C. Designed by the sculptor Ernesto Begni del Piatta in 1922, the dynamic rolling wave and soaring gulls were to have rested on an elaborate stepped base of polished green granite evocative of the sea. Funds for this base were inadequate, and in 1940 the present abbreviated granite pedestal replaced the rough concrete base installed for the dedication. The cast aluminum sculpture itself is nevertheless a unique and striking specimen among Washington's abundant memorial art.

UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES INVENTORY -- NOMINATION FORM

FOR NPS USE ONLY	
RECEIVED	
DATE ENTERED	

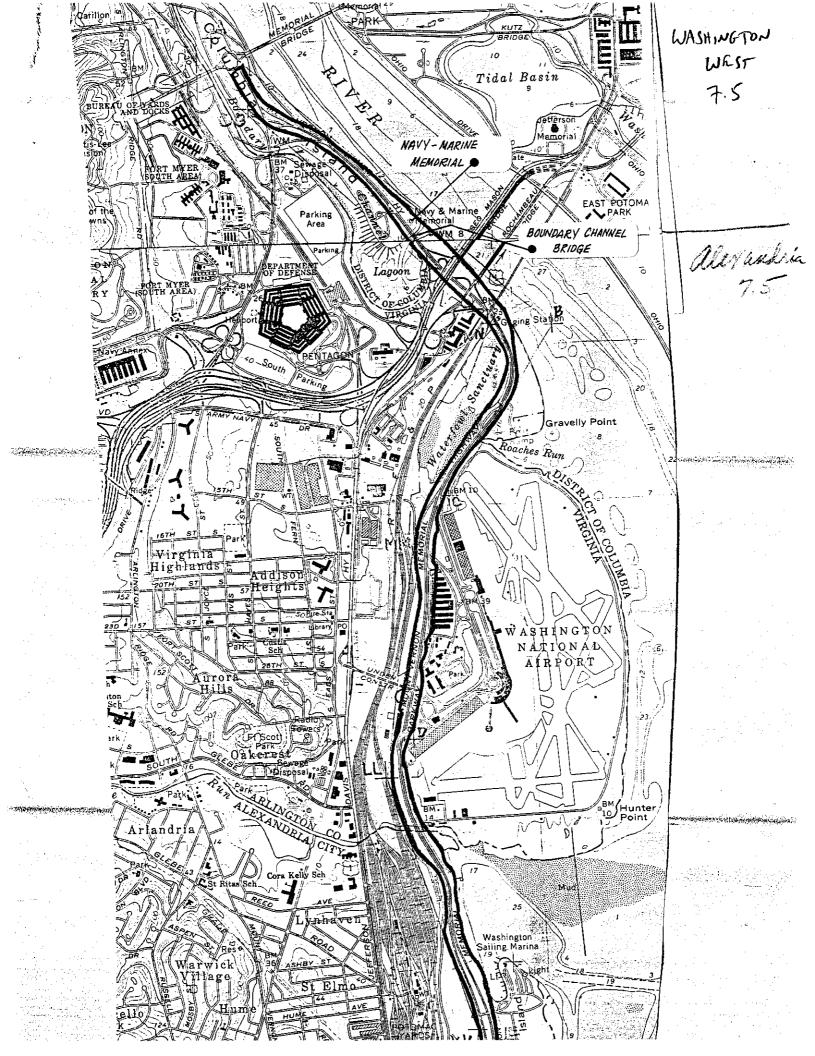
CONTINUATION SHEET 5

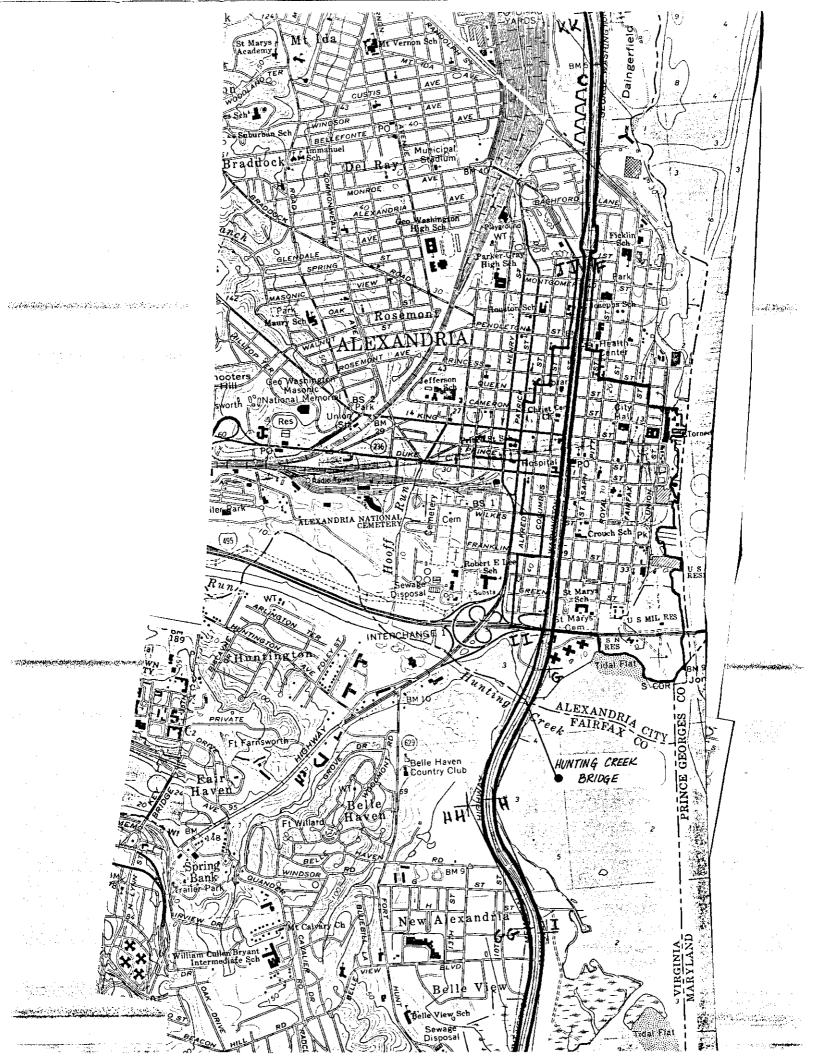
ITEM NUMBER 10

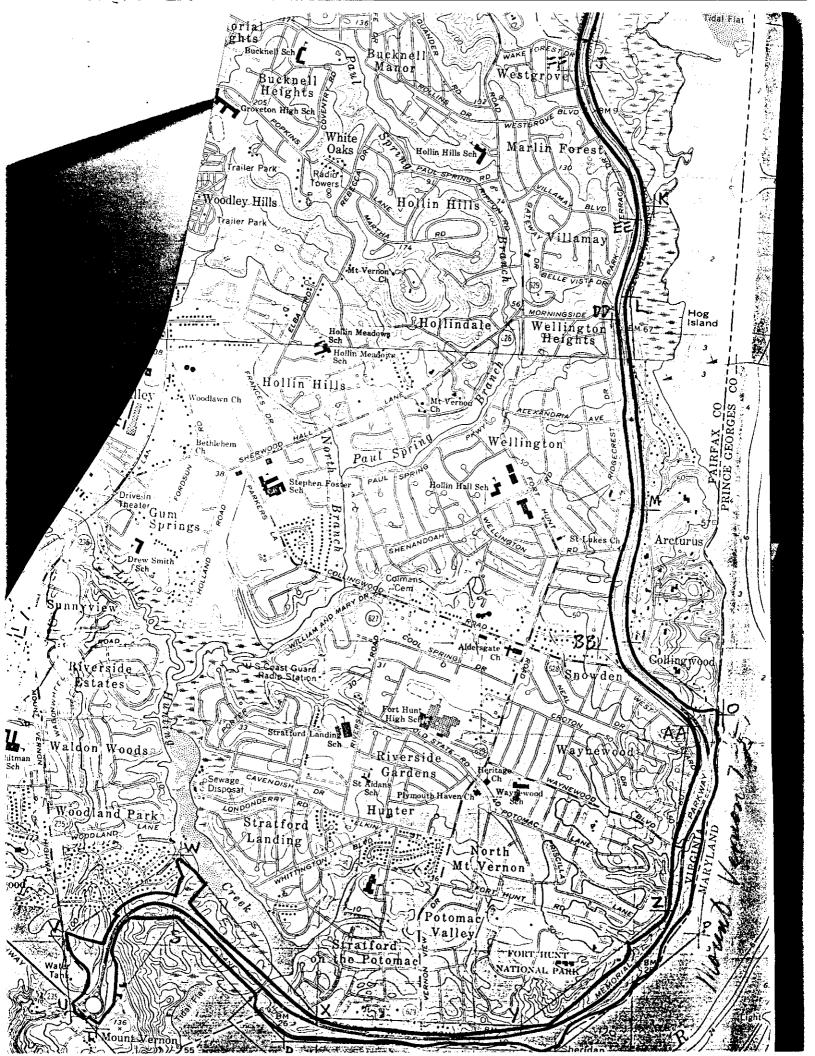
PAGE 1

UTM REFERENCES

```
18/321160/4306050
                         (Washington West quad.)
    18/323240/4304130
                         (Alexandria quad.)
C:
    18/322520/4303060
                             ŧŧ
    18/322220/4301500
                             Ħ
    18/322710/4299550
F:
    18/322470/4298050
                             11
G:
    18/321980/4295410
                             11
H:
    18/321540/4294610
I:
                             11
    18/321820/4293730
                             ŧŧ
J:
    18/321590/4292650
                             Ħ
K:
    18/322020/4291800
                             11
L:
    18/321880/4291220
M:
    18/322030/4289870
                         (Mount Vernon quad.)
N:
    18/321940/4289030
                             Ħ
0:
    18/322550/4288560
                             11
P:
    18/322410/4287140
Q:
    18/321520/4286340
                             11
R:
    18/319790/4286370
                             11
    18/319080/4287170
T:
    18/318600/4286440
                             11
U:
    18/318430/4286550
v:
    18/318380/4287040
١,٠
    18/319120/4287580
х:
    18/320000/4286530
                             .
Υ:
    18/321290/4286520
    18/322200/4287280
                             11
AA: 18/322320/4288480
BB: 18/321750/4288970
CC: 18/321920/4289900
DD: 18/321770/4291070
                         (Alexandria quad.)
EE: 18/321910/4291720
FF: 18/321460/4292660
                             "
GG: 18/321700/4293770
                             11
HH: 18/321380/4294590
II: 18/321940/4295640
JJ: 18/322420/4298060
KK: 18/322530/4299620
                             11
LL: 18/322040/4301260
                             11
MM: 18/322300/4302830
                             11
NN: 18/322830/4304150
00: 18/321380/4305590
                         (Washington West quad.)
```







1732

1932

THE MOUNT WERNOW HEWORD AT HIGHWAY WAS AUTHOTIZED BY CONGRESS JULY 23, 1928
AS AN ACTIVITY OF THE UNITED STATES COMMISSION FOR THE CELEBRATION OF THE TWO HUNDREDTH ANNIVERSARY OF THE BIRTH OF GEORGE WASHINGTON

THE HIGHWAY WAS DESIGNED AND CONSTRUCTED UNDER THE DEFECTION OF THE UNITED STATES DEPARTMENT OF AGRICULTURE BUREAU OF PUBMIC ROADS CONSTRUCTION STARTED SEPTEMBER 12, 1929 OPENED TO TRAFFIC JANUARY 16, 1932

THIS HIGHWAY WAS FORMALLY DEDICATED TO THE SERVICE OF THE PEOPLE NOVEMBER 15,1932

Plaque at Mount Vernon Terminus, Mount Vernon Memorial Highway NPS 1980

APR 7 1001 MAY | 8 1981



Boundary Channel Bridge, Mount Vernon Memorial Highway NPS 1980



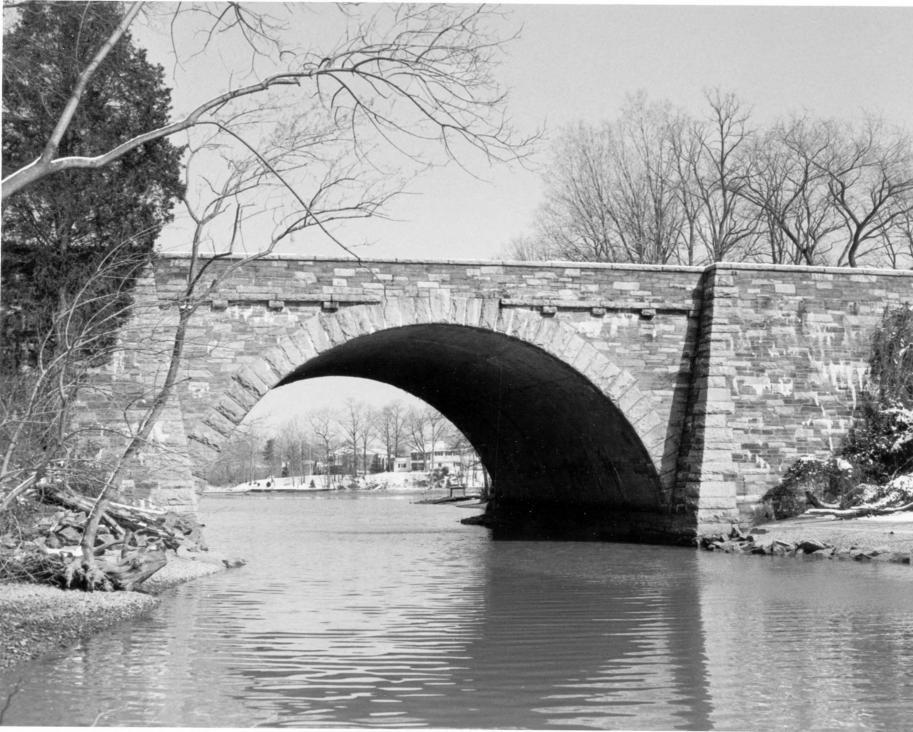
Alexandria Avenue Overpass, Mount Vernon Memorial Highway NPS 1980 MAY | 8 | 1981 | 1987



Mount Vernon Inn, Mount Vernon Memorial Highway NPS 1980 NPS 1980



Hunting Creek Bridge, Mount Vernon Memorial Highway NPS 1980



Little Hunting Creek Bridge, Mount Vernon Memorial Highway NPS 1980 APR 7 1981 MAY 8 1981



Navy-Marine Memorial, Mount Vernon Memorial Highway NPS 1980



Mount Vernon Memorial Highway
Fort Washington, Md., Vista NPS 1980

ATTACHMENT H:

George Washington Memorial Parkway NRHP Nomination Form

National Register of Historic Places

Registration Form

INTERAGENCY RESOURCES DIVISION NATIONAL PARK SERVICE

This form is for use in nominating or requesting determinations for individual properties and districts. See in the interest in the appropriate box or by entering the complete each item by marking "x" in the appropriate box or by entering the information requested. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of Property		
historic name: George Washington Memorial Parkway	/	
other names/site number: N/A		
2. Location		
location: George Washington Memorial Parkway		
street & number: Turkey Run Park		not for publication
city or town: McLean, VA		[] vicinity
state: Maryland, Virginia, DC counties: Montgomery	, Arlington, Fairfax, DC; code: 031, 013, 05	9, 001
zip code: 22101		
3. State/Federal Agency Certification		
As the designated authority under the National Histor nomination [] request for determination of eligibilit National Register of Historic Places and meets the promy opinion, the property [] meets [] does not reconsidered significant [] nationally [] statewide [y meets the documentation standards for re ocedural and professional requirements set to meet the National Register Criteria. I recomm	egistering properties in the forth in 36 CFR Part 60. In mend that this property be additional comments
1 wight 1 steathle	<u> </u>	24.95
Signature of denifying official	Date	
State or Federal agency and bureau		
In my opinion, the property [] meets [] does not additional comments.		_
Julia Mosmik		18-95
Signature of commenting or other official	Date	
Virginia Department of Historic Resour	ces	
State or Federal agency and bureau		
4. National Park Service Certification	,	
 I, hereby certify that this property is: [] entered in the National Register [] See continuation sheet. [] determined eligible for the National Register [] See continuation sheet. [] determined not eligible for the National Register 	Patrick Andeus	<u>6/2/95</u>
[] removed from the National Register [] other (explain):		
	Signature of Keeper	Date of Action

DSDMR's NRTIP Registation Form George Washington Memorial Parkey DC, Montgonery MD, Arington, Farriax V4 5. Classification were first of property (check as many boxes as apply): I private public-local I public-State x public-Federal category of property (check only one box): I building(s), x district site I structure lobject number of resources within property contributing noncontributing building(s) x district site I structure lobject		Pagistration Form			1
5. Classification ownership broberty (check as many boxes as apply): private public-local public-State x public-Federal category of property (check only one box): building(s) x district site structure object number of resources within property contributing noncontributing buildings					,
5. Classification ownership by boyer by (check only one box): public-local public-local public-State x public-Federal category of property (check only one box): buildings x district site structure lobject number of resources within property contributing buildings buildings buildings structures buildings buildings buildings structures buildings structures structures structures decirate structures structures decirate structures	DC, Montgomery M	ID; Arlington, Fairfax VA			:
ownership broperty (check as many boxes as apply): private public-local public-State x public-Federal category of property (check only one box): 1 building(s) x district site structure object number of resources within property contributing noncontributing buildings 5.21 miles retaining walls sites structures sites 12.49 barrier walls district sites structures objects 973 drop inlets Total number of contributing resources previously listed in the National Register: name of related multiple property listing. Parkways of the National Capital Region, 1913-1965 enter "NIA" if property is not part of a multiple property listing: NIA 6. Function or Use historic functions (enter categories from instructions) transportation/parkway transportation/parkway subcategory: transportation/parkway subcategory: transportation/parkway subcategory: subcate	and the state of t	School and the second s			
category of property. (check only one box): [building(s) x district site structure object number of resources within property structures buildings str	5. Classificatio	n 🕴 [
category of property. (check only one box): [] building(s) [x] district [] site [] structure [] object number of resources within property structures	ownership	operty (check as many l	ooxes as apply): [] private	[]	oublic-local [] public-State [x] public-Federal
number of resources within property structures		4			
structures		the state of the s			
number of contributing resources previously listed in the National Register: name of related multiple property listing: Parkways of the National Capital Region, 1913-1965 enter "NIA" if property is not part of a multiple property listing: NIA 6. Function or Use historic functions (enter categories from instructions) category: transportation/parkway brankway current functions (enter categories from instructions) category: parkway subcategory: subcategory: parkway other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls					
12.49 barrier walls 35 culverts objects Total	mar 1		5.21 miles retaining walls		sites
number of contributing resources previously listed in the National Register: name of related multiple property listing: Parkways of the National Capital Region, 1913-1965 enter "N/A" if property is not part of a multiple property listing: N/A 6. Function or Use historic functions (enter categories from instructions) category: subcategory: transportation/parkway current functions (enter categories from instructions) category: parkway 7. Description architectural classification (enter categories from instructions) category: other/parkway other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls			12.49 barrier walls	4	structures
number of contributing resources previously listed in the National Register: name of related multiple property listing: Parkways of the National Capital Region, 1913-1965 enter "N/A" if property is not part of a multiple property listing: N/A 6. Function or Use historic functions (enter categories from instructions) category: subcategory: transportation/parkway current functions (enter categories from instructions) category: parkway 7. Description architectural classification (enter categories from instructions) category: other/parkway other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls				obie	-
number of contributing resources previously listed in the National Register: name of related multiple property listing: Parkways of the National Capital Region, 1913-1965 enter "N/A" if property is not part of a multiple property listing: N/A 6. Function or Use historic functions (enter categories from instructions) category: transportation/parkway transportation/parkway current functions (enter categories from instructions) category: parkway subcategory: transportation/parkway subcategory: 7. Description architectural classification (enter categories from instructions) category: other/parkway other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls					_
name of related multiple property listing: Parkways of the National Capital Region, 1913-1965 enter "N/A" if property is not part of a multiple property listing: N/A 6. Function or Use historic functions (enter categories from instructions) category: transportation/parkway transportation/parkway current functions (enter categories from instructions) category: parkway 7. Description architectural classification (enter categories from instructions) category: other/Parkway other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls			oro drop micro		
name of related multiple property listing: Parkways of the National Capital Region, 1913-1965 enter "N/A" if property is not part of a multiple property listing: N/A 6. Function or Use historic functions (enter categories from instructions) category: transportation/parkway transportation/parkway current functions (enter categories from instructions) category: parkway 7. Description architectural classification (enter categories from instructions) category: other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls					
name of related multiple property listing: Parkways of the National Capital Region, 1913-1965 enter "N/A" if property is not part of a multiple property listing: N/A 6. Function or Use historic functions (enter categories from instructions) category: transportation/parkway transportation/parkway current functions (enter categories from instructions) category: parkway 7. Description architectural classification (enter categories from instructions) category: other/Parkway other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls	number of contr	ributing resources provid	welv listed in the National I	Dogist	or:
enter "N/A" if property is not part of a multiple property listing: N/A 6. Function or Use historic functions (enter categories from instructions) category: subcategory: transportation/parkway current functions (enter categories from instructions) category: parkway subcategory: parkway 7. Description architectural classification (enter categories from instructions) category: other/parkway other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls					
6. Function or Use historic functions (enter categories from instructions) category: transportation/parkway current functions (enter categories from instructions) category: parkway 7. Description architectural classification (enter categories from instructions) category: other/parkway other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls			-		ar Region, 1913-1965
historic functions (enter categories from instructions) category:	enter IV/A II pr	openy is not part of a m	nultiple property listing: N/A		
historic functions (enter categories from instructions) category:	6. Function or	Use	······································		
category: subcategory: transportation/parkway current functions (enter categories from instructions) category: parkway 7. Description architectural classification (enter categories from instructions) category: other/parkway other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls			instructions)		
subcategory: transportation/parkway current functions (enter categories from instructions) category: parkway 7. Description architectural classification (enter categories from instructions) category: other/parkway other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls		,	•		transportation/vehicle-road related
current functions (enter categories from instructions) category: parkway subcategory: 7. Description architectural classification (enter categories from instructions) category: other/parkway other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls					
current functions (enter categories from instructions) category: parkway subcategory: 7. Description architectural classification (enter categories from instructions) category: other/parkway other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls		ortation/parkway			
7. Description architectural classification (enter categories from instructions) category: other/parkway other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls					
7. Description architectural classification (enter categories from instructions) category: other/parkway other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls					
7. Description architectural classification (enter categories from instructions) category: other/parkway other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls					
7. Description architectural classification (enter categories from instructions) category: other/parkway other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls					
7. Description architectural classification (enter categories from instructions) category: other/parkway other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls					
7. Description architectural classification (enter categories from instructions) category: other/parkway other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls					
7. Description architectural classification (enter categories from instructions) category: other/parkway other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls		, -	•		
architectural classification (enter categories from instructions) category: other/parkway	category: parkw	ay	subcate	gory:	
architectural classification (enter categories from instructions) category: other/parkway		· · · · · · · · · · · · · · · · · · ·		?	
architectural classification (enter categories from instructions) category: other/parkway					
architectural classification (enter categories from instructions) category: other/parkway	7 December				
category: other/parkway other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls					the state of the s
other/National Park Service Landscape Architecture materials (enter categories from instructions) foundation roof walls		` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` `	ries from instructions)		
materials (enter categories from instructions) foundation roof walls			anderena Arabitantura		
foundation	otner	Mational Park Service L	andscape Architecture		
foundation					
foundation					
roof walls					
walls					
	roof				
other steel, concrete, asphalt, stone, native vegetation	walls	<u> </u>			
other steel, concrete, asphalt, stone, native vegetation					
	other	steel, concrete, asphalt,	stone, native vegetation		

narrative description (describe the historic and current condition of the property on one or more continuation sheets)

OMB No. 1024-0018

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

Section 7 Page 1

George Washington Memorial Parkway DC, Montgomery MD; Arlington, Fairfax VA

SUMMARY DESCRIPTION

As one of the nation's premier parkways, George Washington Memorial Parkway (GWMP) comprises 7,146 acres and extends 38.3 miles in association with the Potomac River. The initial or southern section of the parkway, Mount Vernon Memorial Highway, which opened in November 1932, extends 15.2 miles from the Arlington Memorial Bridge to the Gateway to President George Washington's at home at Mt. Vernon. The parkway commemorates the first president, preserves the natural setting, and provides a quality entryway for visitors to the nation's capital.

The northern section of the parkway runs on opposite sides of the Potomac River from ArlIngton Memorial Bridge to the Capital Beltway/Interstate 495, a distance of 9.7 miles in Virginia, and the 6.6 mile Clara Barton Parkway (renamed - 1989) in Maryland. This portion protects scenic vistas, contains numerous historical and archeological resources, and serves as another quality entryway into Washington, D.C. All but a small portion of the parkway north of Chain Bridge, in the District, opened during late 1965 on land acquired by the cooperating states, the National Capital Park and Planning Commission (NCP&PC), and the National Park Service. The portion to Chain Bridge reached completion in 1968.

For purposes of this parkway nomination the multiple property nomination historic context statement, "Parkways Of The National Capital Region, 1913 to 1965," is attached to this document.

HISTORY OF THE PARKWAY

Early references to a system of parks connected by parkways, in Washington, D.C., and surrounding area, laid the groundwork for implementation of the McMillan Plan proposed in 1902. Members of the McMillan Commission envisioned "drives along the palisades of the Potomac above Georgetown to Great Falls and down the River to Mount Vernon." These drives had certain definitions:

Parkways or ways through or between parks; distinguished from highways or ordinary streets by the dominant purpose of recreation rather than movement; restricted to pleasure vehicles, and arranged with regard for scenery, topography and similar features rather than for directness.²

Preserving the palisades had been advocated for a number of years as part of a design to protect the entire Potomac corridor past the capital to Great Falls. The McMillan Commission report stated the landscape should be "safeguarded in every way."³ It went on to add that scenic vistas, and historic sites and "the uncultivated hilltops of the Virginia Palisades," along the route, could be viewed better by travelers and local residents from a parkway on the Maryland side.⁴

For Charles Eliot, NCP&PC official, the 28-mile corridor along the Potomac would capture many "inspirational values." He believed "no area in the United States combine[s] so many historical monuments in so small a district as the Potomac River Valley in the Washington region." The proposed parkway would link with Mount Vernon Memorial Highway, which began as an idea in Alexandria, Virginia, in 1886, but did not receive authorization until May 1928. Urgency because of the approaching bicentennial of Washington's birth in 1932, however, finally prompted action leading to the opening of the parkway in that year. In the midst of this GWMP obtained strong endorsement from the Capper-Cramton Act of 1930. Before passage of that act, various threats to the scenic values of the proposed route surfaced regularly. Representative Cramton urged the nation to protect the area because

^{1.} Charles W. Eliot II, "Preliminary Report, PARK SYSTEM FOR DISTRICT OF COLUMBIA, Submitted in Accordance with Program of Work Adopted August, 1926," December, 1926, p. 1. National Archives, Record Group 79, Box 4.

^{2.} lbid., p. 20.

^{3.} Potomac Palisades Task Force Final Report, Arlington County Virginia, August 1990, p. 4-13.

^{4.} Ibid.

^{5.} Charles W. Eliot II, "The George Washington Memorial Parkway," Landscape Architecture, Vol. XXII, April 1932, p. 191.

National Register of Historic Places Continuation Sheet

Section 7 Page 2

George Washington Memorial Parkway DC, Montgomery MD; Arlington, Fairfax VA

the palisades of the Potomac are daily being blasted, serious industrial encroachments threaten, wooded areas are being destroyed, and power interests have seriously urged replacement of the unique and outstanding natural beauties of Great Falls and the gorge of the Potomac with man-made reservoirs of much more commonplace, artificial beauty.⁶

Proponents spoke in the broadest of terms, linking the area sought to the desire of the populace at large, and the overwhelming role of President Washington in the history of the United States. To do less, went the argument, would be to ignore the wishes of the American people. Several organizations also lobbied for the bill, including the American Society of Landscape Architects, the American Institute of Architects, the General Federation of Women's Clubs, the Garden Society of America, and the American Civic Association. In May 1930, the bill became law (see the section on "Legislation") with a sizable (given the economic condition of the United States) appropriation of \$33.5 million.

To acquire the land, Congress authorized \$7.5 million to the NCP&PC, to be matched by the bordering states of Virginia and Maryland in money or in long-term, interest-free loans. Half of the cost of acquiring the land was the basic arrangement necessary with state governments or "political subdivisions thereof." Assistance came from two organizations formed specifically for the parkway project: the George Washington Memorial Parkway Association, Inc., and the George Washington Memorial Parkway Fund, Inc. The former group supported the effort by forming state chapters that, in turn, "impress[ed] upon the people the necessity of guarding the beauty of the Nation's Capital by preserving its historic river and enlisting their aid in forwarding the proposed parkway." Aid for the association came from the latter (fund) group, which took temporary title to recently acquired land. Both groups, however, had little to do during the Great Depression.

Early estimates for the cost of land came to \$5.5 million in Maryland and Virginia. By the summer of 1933, 390 of an estimated 6,100 acres had been acquired. Money for such purchases stemmed from formal agreements drafted between the National Capital Park and Planning Commission and the state government's subscribing monies. That same summer, the Commonwealth of Virginia allocated \$25,000 with the presumption that Arlington and Fairfax counties would pledge similar amounts. The NCP&PC budgeted \$50,000 for matching monies. Once the United States secured title to lands acquired, the cost of development would be borne by the federal government.

Because land acquisition moved slowly, interested parties made various attempts to speed things along. One such effort came from a proposal by Secretary of the Interior Harold L. Ickes to President Franklin D. Roosevelt. After explaining the background of planning for a parkway along the river and reiterating the amount of land in government ownership, Ickes stated what land needed to be acquired. Finally, he asked:

Would you be willing to authorize the purchase of the foregoing areas? Their acquisition is needed for the work of the Emergency Conservation Work Camps and would seem to be in line with your policy to buy additional lands in the south for that purpose.¹¹

^{6.} Press Release, Congressman Louis C. Cramton, January 27, 1930, p. 1, National Archives, Record Group 79, Box 2774.

^{7.} Ibid., p. 2.

^{8.} Washington Evening Star, February 17, 1933, National Archives, Record Group 79, Box 3.

^{9.} Memorandum from Demaray (Acting Director, National Park Service) to the Secretary of the Interior, July 22, 1933, National Archives, Record Group 79, Box 2774. As of April 1988, George Washington Memorial Parkway covers 7,146 acres.

^{10. &}quot;Agreement Between The National Capital Park And Planning Commission, The Board Of Commissioners Of Arlington County, Virginia, And The Governor Of Virginia," July 28-29, 1933, National Archives, Record Group 79, Box 12. The Agreement comprises five pages of text, including several sections from the Capper-Cramton Act of 1930.

^{11.} Ickes to President (Franklin D. Roosevelt), November 1933, National Archives, Record Group 79, Box 2774.

OMB No. 1024-0018

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

Section 7 Page 3

George Washington Memorial Parkway DC, Montgomery MD; Arlington, Fairfax VA

President Roosevelt had more than a passing interest in the project. Earlier, in the spring of 1933, he had made an inspection trip to the Great Falls area, evidenced by the NCP&PC preparing a briefing package for him after the tour. 12 This suggests that key members of the administration carried the day as a first unit of the parkway received authorization, and \$280,000 was made available in mid-summer 1934.

To begin the parkway project, a working arrangement suggested by C. Marshall Finnan, superintendent of the National Capital Parks, initiated an interbureau agreement. ¹³ The Bureau of Public Roads assumed the lead, doing studies and planning for the parkway; review and approval was reserved for the National Capital Parks.

The director of the National Park Service in conjunction with the Bureau of Public Roads, the Fine Arts Commission, and the Planning Commission shared the final decision on the location of the road. ¹⁴ Conceptualization of the design took form, through the efforts of all the organizations and, especially, from the advice of Gilmore D. Clarke. He persuaded members of a delegation touring the proposed areas that the parkway should be designed with two lanes in each direction: "the rugged terrain lends itself more suitably for the construction of two narrow roads rather than one wide one." ¹⁵ Clarke also advanced the idea that such a design would preserve the landscape (see section on "Design").

Private utility interests remained an important issue of the parkway project. In 1928, after protracted debate, Congress legislated a requirement that "no permit should be issued to any private interests for the development of water power in the Potomac River below the pool above Great Falls until further action of Congress." Again in 1930, Congress passed similar legislation while awaiting reports on the feasibility of private power development along the Potomac. Private utilities owned property on the river, principally Great Falls Power Company, which in 1904, bought land there for \$600,000. It owned 870 acres outright and half interest in another 82 acres. The company had "refused to sell unless the U.S. would agree never to develop hydro-electric power at the falls." Other property owners included Great Falls Farm Corporation, Washington and Old Dominion Railway, and the C&O Canal; they owned an additional I,000 acres. Taking lines for the parkway corridor cut across the privately owned property, and in 1934, a request of \$3 million was made to the Bureau of the Budget for the purchase of many of these tracts.

Depression-era concerns and federal and state (Maryland and Virginia) programs precluded much activity in buying land and constructing the parkway. Times were hard, programs had short-term objectives, and the planning commission lost influence in overseeing orderly growth and development in the nation's capital. Several factors combined to delay the construction. Of course, land prices rose as land in the corridor changed hands and speculation added value to properties.

Various means of raising public consciousness about the project came from a variety of articles. In May 1935, Review of Reviews published an article written by Arno B. Cammerer, director of the National Park Service, exhorting Americans to support the George Washington Memorial Parkway and the preservation of much of the Potomac River corridor to Great

^{12.} National Capital Park and Planning Commission, "The George Washington Memorial Parkway From Mount Vernon to Great Falls along the Potomac River," April 1933, Franklin D. Roosevelt Library, Photo Album # 202. This is a 119-page briefing report specially prepared for President Roosevelt, including numerous maps and photographs and an excellent summary section on the competing interests for the Great Falls of the Potomac: water power versus park interests. (Hereafter referred to as Franklin D. Roosevelt Library Album.)

^{13.} Finnan to Demaray, July 21, 1934, National Archives, Record Group 328, Box 130.

^{14.} lbid.

^{15.} Fine Arts Commission Chairman to National Capital Park and Planning Commission, June 1, 1934, National Archives, Record Group 328, Box 130. At the time the chairman was Charles Moore.

^{16.} Nolen to Cammerer, September 22, 1934, p. 1, National Archives, Record Group 79, Box 475.

^{17.} lbid., p. 2.

^{18.} lbid.

^{19.} lbid.

National Register of Historic Places Continuation Sheet

Section 7 Page 4

George Washington Memorial Parkway DC, Montgomery MD; Arlington, Fairfax VA

Falls.²⁰ In late September 1936, a series of articles by W.A.S. Douglas in the *Washington Herald* advocated the same.²¹ The series presented thoughtful reasons for setting aside the Potomac River from Great Falls to Mount Vernon as a memorial to the first president. Douglas sought to mold opinion to "make it [the Potomac] the most beautiful waterway in America," and remove the neglect he observed along its course.²² Much of the appeal of Douglas's reasoning derived from the fact that congressmen looked after their respective state agendas to the neglect of the District of Columbia, which lacked a champion and proponent. It seemed clear to Douglas that the nation's capital needed to become the national masterpiece envisioned by key advocates through the years.

Working toward the same objective of raising public awareness, Max S. Wehrly, Commission Landscape Architect, completed two reports for the NCP&PC in 1937.²³ In these reports, he sought to move the project forward through informing the planning commission about the status. Arguments propounded took note of recreation and preservation of open space, and orderly and systematic urban development instead of sprawl. Wehrly underscored "the potential of a scenic parkway entrance to the Nation's Capital from the West."²⁴ He discussed the impact of a "high speed parkway" into the proposed park area and noted the road "may eventually form a major connection with a National parkway system" from northern Georgia to Maine.²⁵

The reports crystallized arguments for the parkway, its physical and historical setting, its role in the region, and the urgency of acquiring land at existing instead of mounting prices. Passages from the reports found their way into print and became a topic of conversation as the planning and design effort proceeded toward the construction phase. Wehrly also wrote a report on improving Conduit Road (present MacArthur Boulevard) in Washington, D.C., and Maryland as one corridor for the parkway.²⁶

In the summer of 1935, an important section of George Washington Memorial Parkway obtained funding in the amount of \$224,236. The National Park Service singled out 1-1/4 miles from the Francis Scott Key Bridge to Columbia Island for construction, though it meant acquiring an expensive piece of property. A powerhouse of the Washington and Old Dominion Railway had to be purchased, though by agreement the commonwealth of Virginia had responsibility for half of the cost. Director Cammerer's justification stated, "the immediate need for this particular section of the Parkway is to eliminate the heavy traffic flow and congestion from the District of Columbia through M Street to Georgetown." He thought traffic would use the Arlington Memorial Bridge and the parkway thereby alleviating congestion on Francis Scott Key Bridge. Moreover, Cammerer convincingly argued for the need to obtain the railway property to prevent having to raise the eastbound lane to permit access for Rosslyn Plaza traffic. Secretary Harold L. Ickes concurred, though he did insist that \$26,000 be expended for plantings to screen an "unsightly view of the railroad yards" just north of the Circle on the Mt. Vernon Highway at Alexandria.

^{20.} Arno B. Cammerer, "Push The Washington Parkway," Review of Reviews," May 1935, National Archives, Record Group 79, Box 2774.

^{21.} Washington Herald, September 20 to September 28, 1936, National Archives, Record Group 328, Box 17.

^{22.} Ibid., September 21, 1936.

^{23.} Max S. Wehrly, "National Capital Park & Planning Commission, Summary Report, George Washington Memorial Parkway – Virginia Side," September 16, 1937, unpublished; Max S. Wehrly, "National Capital Park & Planning Commission, General Report on George Washington Memorial Parkway, Upper Potomac," December 1937, unpublished; National Archives, Record Group 328, Box 17.

^{24.} Wehrly, ". . . Upper Potomac," p. 8.

^{25.} Wehrly, "... Virginia Side," p. 1.

^{26.} Max S. Wehrly, "Brief of the Improvement of Conduit Road as it Relates to the George Washington Memorial Parkway District Line to Great Falls, Md., 1927-1937," unpublished report, National Archives, Record Group 328.

^{27.} Cammerer to Ickes, June 26, 1935, National Archives, Record Group 79, Box 475.

^{28.} lbid.

^{29.} Ibid.

^{30.} Tolson to Burlew, July 31, 1935, National Archives, Record Group 79, Box 475.

National Register of Historic Places Continuation Sheet

Section 7 Page 5

George Washington Memorial Parkway DC, Montgomery MD; Arlington, Fairfax VA

That same year the Interior Department Appropriation Act made \$7.5 million available to the National Park Service for use on roads and trails. Of this amount the National Capital Parks secured nearly \$270,000, most of which it earmarked for the George Washington Memorial Parkway.³¹ The focus of work continued to be from Key Bridge to Columbia Island, though \$21,100 was designated for a survey from Arlington Memorial Bridge to Great Falls.³²

During the summer of 1937, parkway construction continued apace. Key figures in prioritizing the construction were drawn from the Bureau of Public Roads, National Park Service, and National Capital Park and Planning Commission. Key Bridge and a connector from Rosslyn Plaza Parkway to the bridge were designated to receive a portion of the \$270,000 remaining in the account of the Bureau of Public Roads.³³ Management also sought an appropriation in 1939 for a new span to permit the parkway to pass beneath. Key Bridge to Spout Run.

Throughout the depression, members of the NCP&PC expressed concern about the nonparticipation of state and local governments in matching funds or buying and donating land for the parkway corridor. Such assistance had been specified in the Capper-Cramton Act of 1930. Writing in 1938, J.C. Nichols, member of the NCP&PC and real estate developer from Kansas City, went on record, "I feel the time has come when we should discontinue cooperation with Maryland unless these authorities will cooperate with us in a reasonable way on their part of the George Washington Memorial Parkway." He added that only projects of "local benefit" were funded, whereas the greater objective of a parkway to Great Falls was neglected. The latter, according to Nichols, had both national and local significance. Furthermore, he advocated that the Maryland legislature act with "reasonable cooperation" soon, or he, like other commission members, would not vote for any other local projects.

This did not move the state of Maryland to action. It did, however, cause Prince Georges County to proceed, no doubt at the prodding of the Maryland National Capital Park and Planning Commission, which in turn had been pressured by the NCP&PC. The county did not anticipate any participation by the state and inquired about passing legislation of its own to match monies for land acquisition. T.S. Settle, secretary of the NCP&PC responded that a county could do just that and sent along copies of legislation passed by Virginia in 1930.³⁵ That act gave recognition to the parkway project and authorization to "the political subdivisions along the route to cooperate with the National Government and make contributions for same."

Virginia appropriated \$25,000 in 1932, with the provision that county governments do the same. Arlington County complied, and the \$50,000 total, after a like amount of matching federal funds, was used to buy land of unit No. 1 – Key Bridge area. Again in 1938, the Virginia general assembly appropriated \$50,000 with the same caveat for local governments. Maryland began to move toward participation when the legislature passed an act permitting Montgomery County to issue and sell \$150,000 worth of bonds to match a similar amount from the National Capital Park and Planning Commission. They designated this money for purchase of land in Montgomery County between the District line and Great Falls. That same year, the NCP&PC sought a supplemental appropriation from Congress for a like amount. A

^{31.} Demaray to Burlew, February 8, 1938, National Archives, Record Group 79, 2774.

^{32.} Ibid.

^{33.} Superintendent to Director, September 20, 1937, National Archives, Record Group 79, Box 2774. C. Marshall Finnan was Superintendent of the National Capital Parks at that time.

^{34.} Nichols to Delano, December 22, 1938, National Archives, Record Group 328, Box 126.

^{35.} Settle to Duckett, March 9, 1939, National Archives, Record Group 328, Box 126.

^{36.} Ibid.

^{37.} Ibid.

^{38.} lbid.

^{39. 76}th Congress, 1st Session, House of Representatives, Document No. 437, p. 2, National Archives, Record Group 79, Box 2835.

National Register of Historic Places Continuation Sheet

Section 7 Page 6

George Washington Memorial Parkway DC, Montgomery MD; Arlington, Fairfax VA

rationale in the House document points to the urgency of moving to acquire the land because of the rising values and continued development in the parkway corridor.⁴⁰

Before World War II, planning for the parkway to extend all the way to Great Falls continued. In fact, an estimate of \$1 million for purchase of land above the falls underscored the need to acquire the land quickly before land values rose even more. The estimate, based upon \$265,000 per mile, reflected a road on both sides of the river for about 2 miles to a bridge site proposed above the falls.

A problem that surfaced during World War II for the Maryland portion to Great Falls dampened the parkway efforts. Writing to the Park Service director, Associate Director A.E. Demaray pointed out that the Capper-Cramton Act contained a provision that stated "no money shall be expended by the United States for the construction of said highway on the Maryland side of the Potomac except as part of the Federal Aid Highway Program." Under that program, monies could not be used to construct a highway on lands owned by the United States. Because much land had already been purchased, an act had to be passed to permit the parkway to continue. Therefore, Demaray had an amendment drawn to allow monies to be expended so that when World War II ended, work could continue. The amendment eventually passed and became law in August 1946, though by April 1945 Acting Superintendent Harry T. Thompson, National Capital Parks, reported that all the land needed had been purchased. 43

Until final passage, various schemes kept the project from losing momentum. The strategy interpreted that Federal Aid Highway Program funds could be expended for planning and surveys, but not for construction. 44 It proved to be an approach whereby management would proceed until told to do otherwise, even to the point of not seeking the opinion of the comptroller general of the United States. 45 Concurrent with this activity, the project slowed considerably on the Virginia side because of a lack of funds for property acquisition. Only a small section of land above Key Bridge and near Lee Highway had been obtained.

In late October 1946, a summary of parkway activities to date reached Congressman Hatton W. Sumners of Texas. ⁴⁶ U.S. Grant, III chairman of the NCP&PC, reported a "50 percent completion as to land acquisition," but little construction other than that for Mount Vernon Memorial Highway. Land procurement above Key Bridge was to be completed in the winter and construction scheduled "up the valley of Spout Run" in 1947. ⁴⁷ Over three-fourths of the land for the parkway in Montgomery County, Maryland, had been acquired by late 1946, but Prince Georges County had so little interest that it could not raise enough money to make the necessary match.

Chairman Grant of the NCP&PC summarized activity in Virginia, too. He believed that Fairfax County had made the least progress and that the outlook was bleak despite some of the most outstanding "high bluffs and tributary stream valleys on the Virginia side." The better views of the gorge and falls also could be seen from the heights noted. Grant added that

^{40.} Ibid., p. 3.

^{41.} Nolen to Keddy, February 19, 1940, National Archives, Record Group 79, Box 2774.

^{42.} Associate Director to Director, September 7, 1944, National Archives, Record Group 79, Box 2835.

^{43.} Acting Superintendent, National Capital Parks to Chief Landscape Architect, April 4, 1945, National Archives, Record Group 79, Box 2835.

^{44.} Associate Director to Director, September 13, 1945, National Archives, Record Group 79, Box 2835.

⁴⁵ Ibio

^{46.} Grant to Sumners, October 28, 1946, National Archives, Record Group 328, Box 130.

^{47.} Ibid.

OMB No. 1024-0018

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

Section 7 Page 7

George Washington Memorial Parkway DC, Montgomery MD; Arlington, Fairfax VA

he hoped renewed local interest might return to pre-war levels. At the end of his report Grant expressed optimism that participation would begin and construction would continue on both sides of the Potomac.

During 1948, the Virginia Legislature made \$125,000 available for acquiring land in the corridor stretching from Spout Run to the Fairfax-Arlington county line. The area sought had become very active with real estate developers since the end of World War II, and the need to act on parkway matters seemed urgent. Grant hoped Arlington County would put up money soon to match that from the state and that already in hand from the federal government. ⁴⁹ Surveys needed to be completed soon, given the rapidity of development in the area.

Persuasion about development did not always carry the day and other strategies to obtain matching funds were resorted to in the years to follow. A device used by Maryland permitted bonds to be issued and signed by the Maryland National Capital Park and Planning Commission and by Montgomery and Prince Georges counties. When matured, these bonds could be redeemed by certified checks that permitted the release of dollars from the NCP&PC for the purchase of land. The commission sought to persuade Virginia to use the same approach and wrote an amendment to the Capper-Cramton Act permitting such.⁵⁰

At the 1952 session of the Virginia general assembly, \$150,000 was appropriated for matching federal funds on the parkway. This enabled Fairfax County to begin its first unit of the George Washington Memorial Parkway extending from the Arlington County line and Old Georgetown Road. The roadway moved slowly up the Potomac as governments observed advantages to the facility and money became available in the postwar economy.

A breakthrough of sorts for the National Park Service came with the 1954 Federal Aid Highway Act. Given the difficulty of programming construction in advance, the act allowed contract authorization for national parkways for three fiscal years running. For the Park Service this meant being able to program construction in advance; for the parkway it portended more systematic progress toward completion. To coordinate with the change, other aspects of the project had to be advanced as a result, including the acquisition of land, which meant obtaining funding quickly.

As the Washington, D.C., area grew following World War II, development began to disperse around the suburban perimeters, affecting each of the parkways. In the course of seeking more money from Congress in 1956 to extend the GWMP parkway toward American Legion Bridge (Cabin John Bridge), the proposed move of the Central Intelligence Agency (CIA) to the Langley, Virginia, area above Chain Bridge Road, became an issue. In a letter to CIA Director Allen W. Dulles, a National Park Service official elaborated on the time schedule and costs of extending the parkway above Spout Run. E.T. Scoyen placed the estimate at \$8.5 million for the 6 miles, including grading, structures, paving, and land acquisition costs. ⁵¹ A timetable projected the section from Spout Run to Chain Bridge to be under contract by July I, 1956, and that from Chain Bridge to Langley by June 1, 1957; paving for these sections would be underway during the fall of 1957 and 1958, respectively. ⁵² Assisting these anticipated schedules were sizable commitments of money from Virginia governments. The commonwealth of Virginia and Fairfax County approved large sums of money for land purchases: \$100,000 in 1955, from the county line to the old Georgetown Road; \$400,000 for land between the county line and the CIA; and the NCP&PC anticipated \$325,000 more for land between the CIA and American Legion Bridge crossing of the Potomac. ⁵³ These efforts related to other significant actions.

One such important effort, begun in 1955, sought to bring parks up to requirements of increased demand during the term of National Park Service Director Conrad L. Wirth. "Mission 66" as it came to be known, held promise for the parkway. Writing in 1956, Wirth anticipated completing the parkway to Great Falls "with the possible exception of the bridge across

^{49.} Grant to MacDonald, April 1, 1948, National Archives, Record Group 328, Box 545/100.

^{50.} Settle to Nolen, April 24, 1950, National Archives, Record Group 328, Box 545/100.

^{51.} Scoyen to Dulles, May 4, 1956, National Archives, Record Group 328, Box 545/100.

^{52.} Ibid.

^{53.} Finley to President, June 8, 1959, National Archives, Record Group 328, Box 545/100.

National Register of Historic Places Continuation Sheet

Section 7 Page 8

George Washington Memorial Parkway DC, Montgomery MD; Arlington, Fairfax VA

the Potomac."⁵⁴ He determined that it would be best to finish the section to the falls first and below Washington, D.C., last. Fiscal year construction programs for 1957-1959 included \$7,150,000 for work in Maryland and \$900,000 for Virginia. In addition, Director Wirth indicated that "\$8,000,000 of CIA funds will shortly become available for the sections in Virginia from Spout Run to the CIA site near Langley." ⁵⁵ The estimate of the funds needed for the federal share of the land acquisition costs to complete the parkway came to \$2 million, which Wirth urged be programmed soon.

An obstacle to construction between the CIA offices and the capital beltway arose in 1959 when the agencies involved recommended a different alignment. This was due to increased costs caused by land that had steep slopes and several small creeks that needed bridging. Modifications sought by the National Park Service and the Bureau of Public Roads necessitated the Department of Commerce transfer land better suited for the parkway. The request was negotiated at the secretarial level, and completion of the parkway section was set for 1961, providing "a continuous parkway facility from the American Legion Bridge to downtown Washington."

During the late 1950s, the Senate Appropriations Committee closely scrutinized requests for the parkway's "desirability and need." This resulted in the National Capital Park and Planning Commission contracting with Charles W. Eliot II, at a cost of \$5,000, to review plans for the Fairfax and Prince Georges counties' portions of the parkway still to be completed.⁵⁸ Eliot, a renowned landscape architect and professor at Harvard University, had a long and intimate association with the parkway project. For seven years (1926-1933), he had served as city planner and director of the NCP&PC, during which time he wrote a report supporting a park system for the nation's capital.

Specific directions given to Eliot focused on whether to extend the parkway to Great Falls and Fort Washington. Land acquisition issues and the difficulties in engineering a parkway near the river in the vicinity of the gorge and Great Falls implied considerable expenditure of money, as would the design for a road on each side, plus a bridge over the Potomac above the falls. The Prince Georges issue was basically one of land acquisition difficulties from the District line to Fort Washington. After considerable study, Eliot concluded that the plans should move forward in Fairfax County so that the falls and palisades might be protected and preserved. He also concluded that the land to be acquired should more nearly approximate that of the original 1927 plan "in order to avoid any road construction, now or in the future, on the bluffs facing the river, and to safeguard the valleys of the side streams." The 1939 plan had called for road building that would affect scenic areas and cost more. From the new beltway (circumferential highway), Eliot believed an adaptation of Route 193 (Old Georgetown Pike) might be used with an additional two lanes; at the top of Prospect Hill, traffic might be separated onto Old Dominion Drive, with a new parkway entrance to the area of Great Falls. He went on to advocate preservation of areas through special-use permits or scenic easements, lifetime estates to some larger landowners, and a delay in recreational developments. Eliot believed the value for much that had been done, "depends on control of the bluffs and valleys on the Virginia side of the river."

Regarding the section below the District to Fort Washington on the Maryland side, Eliot especially underscored the need to change the alignment because of buildings and subdivisions that had sprung up. Such development "will compel other

^{54.} Wirth to Bartholomew, July 18, 1956, National Archives, Record Group 328, Box 545/100.

^{55.} Ibid

^{56.} Assistant Secretary to Secretary, June 3, 1959, National Archives, Record Group 328, Box 545/100.

^{57.} Ibid.

^{58.} Charles W. Eliot, "Statement For Senate Committee On Interior And Insular Affairs, George Washington Memorial Parkway, July 11-12, 1957, National Archives, Record Group 328, Box 545/100.

^{59.} Ibid., p. 5.

^{60.} Ibid.

^{61.} lbid.

OMB No. 1024-0018

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

Section 7 Page 9

George Washington Memorial Parkway DC, Montgomery MD; Arlington, Fairfax VA

revisions to the great loss of the project unless acquisition can proceed at an early date." He also argued for a wider right-of-way near Oxon Run and Fort Foote plus riparian rights around Broad Creek Bay and Swan Creek near Fort Washington. Eliot concluded with a plea to build the parkway to Fort Washington as originally planned. He said this would be an integral part of a metropolitan system for preserving, protecting, and making resources accessible for those seeking recreational opportunities in the Washington, D.C., area. "The cooperation of the State and County authorities is assured. The building and subdivision activities along the way make early and vigorous action most desirable." 14

Despite Eliot's report, funding did not become available for extending the parkway to Fort Washington nor to Great Falls. Lack of cooperation among local, state, and federal governments prevented the parkway from reaching proposed limits, but other factors also contributed. Opposition surfaced from the real estate interests seeking profit from development, from the environmental community who wished to preserve resources along the corridor, and from proponents of the Interstate Highway Act, which gave motorists a means to travel great distances, as opposed to scenic drives. The amount of land used and the changes to the landscape in laying down the parkway from Spout Run upriver alarmed local residents who foresaw similar encroachment by the parkway up to Great Falls. These factors combined to prevent the construction of the parkway on both sides of the river to Great Falls and Mount Vernon.

Parkway development ultimately extended along both sides of the Potomac – a small portion on the Maryland side but most on the Virginia side. Sections reaching completion were opened for use, such as from Spout Run to the CIA in 1959, the westernmost Maryland section in 1965 at the junction with MacArthur Boulevard. Today, George Washington Memorial Parkway has probably reached its limits, given the extensive development in the urban area and the escalating land values that preclude further land acquisition.

It should be noted that within the historic boundaries of the parkway are a number of other resources. Ones of major significance include the United States Marine Corps War (Iwo Jima) Memorial, the Netherlands Carillon, the former communities of New Philly and Little Italy, Lyndon Baines Johnson Memorial Grove, Memorial Avenue and the Hemicycle, Arlington House, Theodore Roosevelt Island, Great Falls Park, and Fort Marcy. On the Maryland side are the Clara Barton National Historic Site, and Glen Echo Park.

Legislation

Even before construction of Mount Vernon Memorial Highway could begin, legislation was introduced in Congress expanding upon the concept of a public project memorializing George Washington. The new plan complemented a 1924 act that called for the "comprehensive development of the park and playground system of the National Capital." ⁶⁵

Early in 1929, H.R. 15524, the first measure legislating development of the parkway, was presented by the House Committee on Public Buildings and Grounds. This legislation, as amended, specified that \$7 million be spent for acquisition and development of lands on both sides of the river – half of this cost to be reimbursed within five years by the states of Virginia and Maryland. The bill, drafted by the National Capital Park and Planning Commission, the commissioners of the District of Columbia, and the Bureau of the Budget, called for a route extending from Mount Vernon along the Virginia side of the Potomac River to Great Falls, except where the road passed through the city of Alexandria. Similarly, on the

^{62.} Charles W. Eliot, "National Capital Planning Commission Report, Review Of Fairfax County And Prince Georges County Sections George Washington Memorial Parkway," July 8, 1957, p. 16, National Archives, Record Group 328, Box: Planning Files 1924-1967.

^{63.} lbid., pp. 16-17.

^{64.} Ibid., p. 17.

^{65.} U.S. Congress, House, Acquisition, Establishment, and Development of the George Washington Memorial Parkway. H. Rept. No. 2523, 70th Cong., 2nd sess., 1929, pp. 1, 3.

OMB No. 1024-0018

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

Section 7 Page 10

George Washington Memorial Parkway DC, Montgomery MD, Arlington, Fairfax VA

Maryland side the proposed route would extend from Fort Washington to Great Falls.⁶⁶ "This parkway, taking control of the banks of the Potomac from Mount Vernon where Washington lived, through the Capital which he founded, to Great Falls where he had his industrial dreams, has tremendous possibilities for scenic enjoyment and recreation on land and water."

Although H.R. 15524 passed the House of Representatives unanimously on February 27, 1929, the measure was not finally approved. Instead, an identical bill, H.R. 26, cosponsored by Senator Arthur Capper (R. Kansas), and Representative Louis C. Cramton (R. Michigan), chairmen of the District committee, was introduced in the next Congress late in 1929. The measure authorized \$33.5 million for establishment of a comprehensive park, parkway, and playground area near the capital. In April 1930, the Senate Committee on the District of Columbia reported favorably on the bill, specifying that certain details be changed, but that the "prime objects" of the legislation remain intact. The purpose of the parkway was to develop and protect "scenic values of the National Capital," which were threatened by encroachment of residential and commercial interests. Enactment of the bill promised to "afford public control of the banks of the Potomac from Mount Vernon, where Washington lived, through the National Capital, which he founded, to Great Falls, where the old canal is a valuable relic of his work as an engineer." Further, the parkway would "be a striking and suitable tribute to the Father of our Nation, and one in which the people of America will take just pride and enjoyment." The bill won wide endorsement from sundry institutions and individuals who urged its passage, and on May 29, 1930, it became law.

The Capper-Cramton Act provided for development of the specified route in Virginia and Maryland, calling for the preservation and protection of both natural and historic resources, including the gorge and Great Falls of the Potomac, the old Patowmack Canal, and a part of the Chesapeake and Ohio Canal. Besides the roadway, the project included construction of access roads to Great Falls and a bridge over the river. Further, forts Washington, Foote, and Hunt were to become part of the parkway once they were no longer needed for military purposes. Administration of the completed parkway would be the responsibility of the director of Public Buildings and Public Parks of the national capital. In a related act passed the same day, Congress provided \$1 million (increased to \$4 million the following year) to cover expenses incurred by the National Capital Park and Planning Commission in implementing the project. Subsequent House and Senate proposals called for clarifying the language of the act as it pertained to the transfer of Mount Vernon Memorial Highway and for providing adequate funding for the purchase of property deemed immediately essential for the parkway.

^{66.} Ibid., pp. 3-4. For the views of the National Capital Park and Planning Commission, the Commissioners of the District of Columbia, and the Bureau of the Budget, see ibid., pp. 5-8.

^{67.} Ibid., p. 4.

^{68.} U.S. Congress, House, Acquisition, Establishment, and Development of the George Washington Memorial Parkway, H. Rept. No 55, 71st Cong., 2d sess., 1929; U.S. Congress, Senate, Washington, the National Capital, prepared by H.P. Caemmerer, S. Doc. No. 332, 71st Cong., 3rd sess., 1932, p. 122.

^{69.} Ibid., pp. 4-5.

^{70.} Ibid.

^{71.} Ibid., pp. 8-9; U.S. Statutes at Large, XLVI, pp. 482-485.

^{72.} Ibid., pp. 483, 484-485, 864, 1367; U.S. Congress, House, National Capital Park and Planning Commission. Communication from the President of the United States transmitting Supplemental Estimate of Appropriation for the National Capital Park and Planning Commission, in the Sum of \$1,000,000. H. Doc., No. 458, 71st Cong., 2nd sess., 1930, pp. 1-2; Frederick Gutheim, Worthy of the Nation: The History of Planning for the National Capital (Washington: Smithsonian Institution Press, 1977), p. 198.

^{73.} U.S. Congress, House, Amend the Act for the Acquisition, Establishment, and Development of the George Washington Memorial Parkway. H. Rept. No. 2628, 71st Cong., 3d sess., 1931; U.S. Congress, Senate, To Amend Act Relating to George Washington Memorial Parkway, S. Rept. No. 1658, 71st Cong., 3d sess., 1931. For discussion of these measures, especially H.R. 16218, see U.S. Congress, House, Hearings Before the Committee on Public Buildings and Grounds, House of Representatives, January 28 and February 4 and 11, 1931, 71st Cong., 3d sess., passim.

OMB No. 1024-0018

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

Section 7 Page 11

George Washington Memorial Parkway DC, Montgomery MD; Arlington, Fairfax VA

In the 1940s and 1950s, several measures were introduced to modify provisions of the act to permit additional land acquisition and land exchange. 74

PRESENT CONDITION

The George Washington Memorial Parkway extends through the coastal plain and Piedmont physiographic provinces. Upon leaving the coastal plain near the Francis Scott Key Bridge, the parkway dips and rises above the bluffs of the Potomac River palisades and on toward Great Falls. Hardwood forest dominates the route with an understory of laurel and holly. The median between the lanes is a grassy strip containing sparse shubbery and mature trees which is regularly mown.

Residential and commercial development along the parkway corridor has been regulated to the extent that above Key Bridge little evidence is identified from the roadway, though developments exist, including the Central Intelligence Agency headquarters and the Federal Highway Administration offices. The impact is greatest at Rosslyn, on the Virginia side of the parkway, principally between Key and Roosevelt bridges where a considerable amount of commercial high-rise development has occurred.

Bridges

When construction extended the parkway above the Arlington Memorial Bridge in Virginia, the Federal Highway Administration constructed a total of 25 bridges: 12 road bridges. One pedestrian bridge (built in 1989) crosses the parkway from the parking lot access to Theodore Roosevelt Island; two others cross the Clara Barton portion. Along the corridors of the George Washington Memorial Parkway in Virginia, above the Arlington Memorial Bridge, 17 bridges cross one or both lanes of the parkway or the parkway crosses on them (see inventory which follows). Three of them were built in the late 1940s, but most between 1959 and 1964. The majority are of the continuous girder and floor-beam design, made of steel and concrete, with some stone clad abutments and pediments.

On the Clara Barton Parkway are eight bridge structures constructed between 1961 and 1968. Two pedestrian bridges cross it. Most are steel and concrete of the continuous box or tee-beam design.

Culverts

There are approximately 35 culverts along the George Washington Memorial Parkway, including the Clara Barton Parkway portion. Construction of these occurred in conjunction with bridge contracts or as part of a section of roadway proper. Most, such as the one at Minnehaha Creek on the Clara Barton Parkway, have stone cladding similar to bridges on the parkway, and are contributing elements to it. A variety of forms may be identified: small tubes, multiple tubes, and some box culverts.

Walls and Miscellaneous Structures

There are 3.67 miles of retaining walls and 12.05 of barrier walls along the Virginia side of the parkway upriver from Memorial Bridge, and 1.54 miles of retaining walls and .44 miles of barrier walls along the Clara Barton Parkway. Upriver from the Francis Scott Key Bridge are several stretches of walls between the north and southbound lanes, and along the

^{74.} U.S. Congress, Senate, Development of the George Washington Memorial Parkway and the Comprehensive Park, Parkway, and Playground System of the National Capital, S. Rept. No. 1766, 79th Cong., 2d sess., 1946; U.S. Congress, House, Providing for an Addition to the George Washington Memorial Parkway by the Transfer from the Administrator of General Services to the Secretary of the Interior of the Tract of Land in Arlington County, Va., Commonly Known as the Nevius Tract, H. Rept. No. 1601, 82d Cong., 2d sess., 1952; U.S. Congress, House Authorizing Land Exchanges for Purposes of the George Washington Memorial Parkway in Montgomery County, Md. H. Rept. No. 2597, 85th Cong., 2d sess., 1958; U.S. Congress, Senate, Land Exchanges, George Washington Memorial Parkway, Montgomery County, Md. S. Rept. No. 2210, 85th Cong., 2d sess., 1958.

National Register of Historic Places Continuation Sheet

Section 7 Page 12

George Washington Memorial Parkway DC, Montgomery MD; Arlington, Fairfax VA

outside lanes. Walls also delimit the overlooks along the parkway. Numerous drop inlets are found along the various lanes of the parkway. Some 798 are along the Virginia side and 175 on the Maryland side.

Several portions of the parkway have guardrail made of concrete, wood, or steel. And some stone clad or concrete lined ditches may be located along the routes. Stone clad retaining walls are used in several locations, especially on the Clara Barton Parkway.

A portion of the Clara Barton Parkway near Lock 8 of the Chesapeake and Ohio Canal is cantilevered to accommodate north and southbound lanes in an area of topographical constraints.

Landscape

The landscape values for the George Washington Memorial Parkway have always been the preservation of scenic and esthetic qualities associated with the Potomac River valley. Extending from the coastal plain past the fall line to the piedmont, the valley area is of continuing concern including the palisades and the tree covered slopes, flowering understory, steep-sided creek valleys (runs), and hilltop vistas. The latter provides a glimpse of the monumental core of Washington, D.C., a central purpose for the establishment and continuing protection of the parkway.

In general, references to the design concepts used for George Washington Memorial Parkway are difficult to locate. The most succinct statement about design was made by Charles W. Eliot II, who described it as containing "grade separations, few entrances, border roads for service of abutting property, and a right-of-way never less and often much more than two hundred feet."

Planting plans exist for the Mount Vernon portion, the interchanges from Route 123 to Turkey Run, and the area near the David Taylor Naval Ship Research and Development Center of the Clara Barton Parkway. The CIA funded the planting plan for the upper portion on the Virginia side and it consists of plotting hardy native plant stock: shrubs, flowering trees, and deciduous trees.

Opinions by designers pointed out American elm should not be mixed in a "border plantation," and while pine might overpower other plantings, it would be satisfactory for use along the parkway. Of special concern seemed to be the need for taking lines on the slopes which would control the skyline and serve as opportunities for vistas of Washington's monumental core and skyline.

National Register of Historic Places Continuation Sheet

Section 7 Page 13

George Washington Memorial Parkway DC, Montgomery MD; Arlington, Fairfax VA

INVENTORY OF STRUCTURES

* = noncontributing

The order of listing for the structures in Virginia is the same as the Federal Highway Administration parkway bridge inspection reports (mileage distances given upstream from structure location to the Interstate 495 (Capital Beltway) interchange with the George Washington Memorial Parkway). Initial referent points are given in mileage from Interstate 495; further downstream the referent point is Interstate 395 (Shirley Highway); and for Spout Run Parkway the referent point is the junction of Interstate 66 (Custis Memorial Parkway) and U.S. Route 29 (Lee Highway).

Virginia

- Dead Run (3300-001P): Built 1963; 0.5 miles to Interstate 495 (Capital Beltway); steel, continuous girder and floor-beam system; four lanes, three spans, 308 feet; carries parkway over Dead Run.
- Turkey Run (3300-002P): Built 196l; 1.4 miles to Interstate 495; continuous girder and floor-beam system; four lanes, four spans, 405 feet; carries parkway over Turkey Run and access road.
- *CIA Overpass (3300-003P): Built 1959; 2.2 miles to Interstate 495; prestress concrete, stringer/multi-beam or girder; two lanes, three spans, 167 feet; carries CIA entrance ramp over parkway.
- Route 123 Overpass (3300-004P): Built in 1959; 3.8 miles to Interstate 495; concrete stringer, multi-beam or girder; five lanes, three spans; 169 feet; carries Virginia Route 123 over parkway.
- Pimmit Run (3300-005P): Built in 1959; 4.6 miles to Interstate 495; steel continuous girder and floor beam; four lanes, three spans, 353 feet; carries parkway over Pimmit Run.
- Glebe Road (3300-006P): Built in 1959; 5.0 miles to Interstate 495; steel continuous girder and floor-beam system; four lanes, four spans, 544 feet; carries parkway over Glebe Road.
- Gulf Branch (3300-007P): Built in 1959; 5.4 miles to Interstate 495; steel continuous girder and floor beam; four lanes, three spans, 424 feet; carries parkway over Gulf Branch.
- Donaldson Run (3300-008P): Built in 1959; 5.8 miles to Interstate 495; steel, continuous girder and floor-beam system; four lanes, three spans, 429 feet; carries parkway over Donaldson Run.
- Windy Run (3300-009P): Built in 1959; 7.1 miles to Interstate 495; steel continuous, girder and floor-beam system; four lanes, four spans, 387 feet; carries parkway over Windy Run.
- Spout Run Arch (3300-010P): Built in 1959; 7.8 miles to Interstate 495; concrete, arch-deck; two lanes, one span, 335 feet; carries parkway eastbound lanes over Spout Run and Spout Run Parkway.
- Spout Run (3300-0llP): Built in 1958; 7.8 miles to Interstate 495; concrete, frame; two lanes, one span, 32 feet; carries parkway westbound lanes over Spout Run.
- Rosslyn Circle Ramp (3300-012P): Built in 1959; 8.4 miles to Interstate 495; steel, stringer/multi-beam girder; two lanes, one span, 134 feet; carries parkway westbound over eastbound parkway.
- Little River Inlet (3300-013P): Built in 1964; 1.7 miles from Interstate 395; steel, stringer/multi-beam girder; four lanes, one span, 193 feet; carries parkway westbound over the Boundary Channel.
- Route 50 Westbound over Parkway (3300-014P): Built in 1946; 1.6 miles from Interstate 395; steel, girder and floor-beam system; two lanes, three spans, 365 feet; carries Arlington Boulevard and Route 50 over eastbound parkway.
- Southbound Spout Run Parkway (3300-(029P): Built in 1949; 0.9 miles to Route 29/Interstate 66; concrete, arch-deck; two lanes, one span, 35 feet; carries southbound Spout Run Parkway over Spout Run.
- Northbound Spout Run Parkway (3300-039P): Built in 1947; 0.5 miles from Route 29/Interstate 66; concrete, continuous box culvert; two lanes, one span, 20 feet; carries northbound Spout Run Parkway over Spout Run.
- *Pedestrian Overpass (042-T): Built in 1989 by Arlington County; 0.34 miles upstream from the Theodore Roosevelt Memorial Bridge; carries pedestrians across parkway.

Other noncontributing resources, though several are already on the National Register of Historic Places, include: Theodore Roosevelt Memorial Bridge, Francis Scott Key Bridge, Chain Bridge, the pedestrian bridge near Theodore Roosevelt Island, and the Interstate 495 bridges and exchange complex on both sides of the Potomac River at the northern end of the parkway.

National Register of Historic Places Continuation Sheet

Section 7 Page 14

George Washington Memorial Parkway DC, Montgomery MD; Arlington, Fairfax VA

The order of listing for the Clara Barton Parkway follows that noted above and the referent point again is Interstate 495 (Capital Beltway). All structures are listed in downstream sequence along the Potomac River except the first one, Carderock. It is upstream from the Interstate 495 interchange.

Maryland

- Carderock (3300-030P): Built in I962; 0.63 miles upstream from Interstate 495; prestress concrete, stringer/multi-beam girder; two lanes, one span, 120 feet; carries Carderock access connection over parkway.
- 79th Street Cabin John (3300-031P): Built in I961; 0.7 miles to Interstate 495; concrete, frame; four lanes, one span, 31 feet; carries parkway over 79th Street.
- Cabin John Overpass (3300-032P): Built in 1962; 1.3 miles to Interstate 495; prestress concrete, stringer/multi-beam girder; two lanes, one span, 120 feet; carries Ericsson Road over parkway.
- Cabin John Creek/Cabin John Parkway (3300-033P): Built in 1963; 1.6 miles to Interstate 495; concrete continuous, box beam/multiple girders; four lanes, three spans, 378 feet; carries parkway over Cabin John Creek.
- Westbound Lane (3300-034P): Built in l961; 2.5 miles to Interstate 495; concrete, continuous tee beam; two lanes, three spans, 217 feet; carries future westbound parkway over westbound parkway.
- *Sycamore Island Pedestrian (3300-035T): Built in 1968; 2.8 miles to Interstate 495; concrete, continuous box, single girder; six spans, 221 feet; carries pedestrians across parkway.
- *Brookmont Pedestrian (3300-036T): Built in 1967; 4.3 miles to Interstate 495; concrete, continuous, box, single girder; nine spans, 375 feet; carries pedestrians across parkway.
- Little Falls Branch (3300-037P): Built in l961; 4.5 miles to Interstate 495; prestress concrete, stringer multi-beam girder; two lanes, one span, 59 feet; carries parkway over Little Falls Branch.

8 States	ment of Significance		
	e National Register criteria (mark "x" in one or	more hoves fo	or the criteria qualifying the property for National
Register		more poxes to	the chiefla qualifying the property for Nationa
	Property is associated with events that have ma	ide a significan	t contribution to the broad patterns of our history
[x] B.	Property is associated with the lives of persons	significant in	our past.
[x] C.	Property embodies the distinctive characteristic		
		ies, or represer	nts a significant and distinguishable entity whose
מוז	components lack individual distinction. Property has yielded, or is likely to yield information.	ation important	in prohistony or history
	onsiderations (mark "X" in all the boxes that app		in premistory of history.
[] A.	••		s nurnoses
	Property has been removed from its original loc		o parposso.
	Property is a birthplace or a grave.		
	Property is a cemetery.		
• •	Property is a reconstructed building, object, or s	tructure.	
	Property is a commemorative property.		within the seat FO was
	Property is less than 50 years of age or achiev		
areas or	significance (enter categories from instructions) transportation/vehicle-road related	period	of significance
			1930-1966
	landscape architecture		
	other/person		
significan	t dates	significar	nt person
	1930, 1966	(complet	e if criterion B is marked above)
			George Washington
	FGU - Li		Constitution of the consti
cultural a	miliation N/A	architect	NPS and Bureau of Public Roads
	N/A		(Federal Highway Administration)
			(rederal riighway Administration)
narrative	statement of significance (explain the significance	e of the prope	rty on one or more continuation sheets)
9. Major	Bibliographical References		
	s (cite the books, articles, and other sources us	ed in preparing	this form on one or more continuation sheets)
	documentation on file (NPS)	on in proporting	and term on one or more continuation should)
	liminary determination of individual listing (36 CF	R 67) has bee	n requested
	viously listed in the National Register	3.,	

primary location of additional data [] State Historic Preservation Office [] other State agency [x] Federal agency

previously determined eligible by the National Register

recorded by Historic American Buildings Survey_#___recorded by Historic American Engineering Record_#_

designated a National Historic Landmark

] local government

[] university

x j otner

name of repository. National Archives and Records Service, Federal Highway Administration.

10. Geographical Data

acreage of	f property:	<u>NPS - 7,</u>	146	

UTM References (place additional UTM references on a continuation sheet)

Zone Easting Northing

Zone Easting Northing

[x] See continuation sheet.

XXX XXXXXXX XXXXXXXX

XX XXXXXXX XXXXXXX

2 XXX XXXXXXX XXXXXXX XX XXXXXXX XXXXXXX

verbal boundary description: The boundary of the nominated district is delineated by an elongated polygon whose vertices are marked by the UTM coordinate points A-Z for the George Washington Parkway (south side of Potomac River) and Points AA-OO for the Clara Barton portion (north side of the Potomac River) ;of the George Washington Memorial Parkway.

boundary justification: The boundary is coterminous with the original right-of-way determined by the Bureau of Public Roads (Federal Highway Administration) and maintained by the National Park Service, the District of Columbia, Virginia, and Maryland. It encompasses numerous features: bridges, culverts, landscape architectural elements, and the natural topographic features.

state: Colorado

11. Form Prepared By

name/title: Jere L.Krakow

organization: National Park Service, Denver Service Center

date: November 1993

street & number: 12795 W. Alameda Parkway, PO Box 25287

telephone: (303)969-2909 zip code: 80225-0287

Additional Documentation

city or town: Denver

submit the following items with the completed form:

- [] continuation sheets
- [X] maps

one USGS map (7.5 or 15 minute series) indicating the property's location

one sketch map for historic districts and properties having large acreage or numerous resources

[X] photographs

representative black and white photographs of the property

additional items (check with the SHPO or FPO for any additional items)

Property Owner

(complete this item at the request of the SHPO or FPO)

name: National Park Service

street & number: Turkey Run Park

telephone: (703) 285-2600

city or town: McLean state: VA zip code: 22101

Paperwork Reduction Act Statement

This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 et seq.).

Estimated Burden Statement

Public reporting burden for this form is estimated to average 18.1 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, P.O. Box 37127, Washington, DC 20013-7127; and the Office of Management and Budget, Paperwork Reductions Project (1024-0018), Washington, DC 20503.

National Register of Historic Places Continuation Sheet

Section 8 Page 1

George Washington Memorial Parkway DC, Montgomery MD; Arlington, Fairfax, VA

HISTORICAL SIGNIFICANCE

George Washington Memorial Parkway (and the portion now named the Clara Barton) should be included in the National Register of Historic Places as nationally significant under criteria (listed in priority order) (C) landscape architecture and (B) commemoration of George Washington, and Clara Barton. One of the last parkways completed among the many in the eastern United States, GWMP preserves a sizable amount of territory once familiar to George Washington.

Beginning with the McMillan Plan of 1902, planners discussed a roadway linking Mount Vernon with Great Falls on the Potomac. This continued to be an issue, though somewhat downplayed, during the early discussions of Mount Vernon Memorial Highway. It rose again with the Capper-Cramton Act of 1930 however, which set in motion the means to make the parkway a reality. Well-known landscape architects, Frederick Law Olmsted, Jr., Charles W. Moore II, and Gilmore D. Clarke (heavily involved in Westchester County parkways, Mount Vernon Memorial Highway, and Blue Ridge Parkway) invested much time and energy in the parkway. These individuals together with the National Park Service, the Bureau of Public Roads, the National Capital Park and Planning Commission, Maryland National Capital Park and Planning Commission, the Commission of Fine Arts, and several local governments kept the idea alive, shepherded it through, and assisted in completion of the parkway. Efforts took on more significance with the opening of Mount Vernon Memorial Highway in 1932 when the public could see the value of such a roadway. As a parkway, GWMP has several areas of significance: community planning and development, landscape architecture, transportation, commemoration, and preservation.

One of the reasons George Washington Memorial Parkway is nationally significant is that it is associated with a long and continuous planning effort for the Washington, D.C., region. Though a direct linkage to L'Enfant's plan cannot be established, his plan laid the basis for subsequent planning efforts. In 1898, the Permanent System of Highways Plan (Highway Act of 1898) established a systematic plan to complete in orderly fashion what L'Enfant had begun. Specific efforts incorporating GWMP were then included in the Park Improvement Commission of the District of Columbia, commonly known as the McMillan Plan of 1902. The principal landscape architect of that plan, Frederick Law Olmsted, Jr., pushed for parks that would be intensively used, a democratic approach. He urged connections between parks including a road network that would extend parks to the perimeters of the regional city, in particular to Mount Vernon, and along both sides of the Potomac to Great Falls.

In the 1927 National Capital Park and Planning Commission report, Eliot and Olmsted stated the importance of parks and linkages between them and gave a strong endorsement to the McMillan Commission's findings for a parkway along the Potomac. Despite opposition from the public utilities at Great Falls, the planning commission vigorously promoted a parkway, by the Capper-Cramton Act of 1930. This act established the funding and planning for the parkway, creating the means for design and construction between 1930 and 1966. Intended as a cooperative venture among various levels of government, the Capper-Cramton Act accomplished most of what had been set in motion at the turn of the century.

Another major reason for the GWMP's significance involves George Washington's association with the Potomac River corridor. His enterprising efforts to tap the hinterlands of the new country through canals along the Potomac are still evident around Great Falls (Patowmack Canal), and the route to and from his Mount Vernon home often took him along the Virginia shore of the parkway route.

Likewise, the selection of the site for the nation's new capital was his, as was the selection of L'Enfant to design the capital. Like the older Mount Vernon section, the upper parkway commemorates the life of Washington. It provides unparalleled views of the city he founded and the river he traveled.

The commemoration of Clara Barton, for whom a portion of the parkway was named on November 28, 1989 by an act of Congress, is notable as well. A key figure on battlefields during the Civil War, she founded the American Red Cross, and her home at Glen Echo overlooks the Maryland side of the parkway.

The planning and design of GWMP has associative significance as well. The vision of McMillan, Capper, and Cramton was put into plans and designs by Olmsted, Eliot, and Clarke. Clarke remained especially involved in the Mount Vernon

National Register of Historic Places Continuation Sheet

Section 8 Page 2

George Washington Memorial Parkway DC, Montgomery MD; Arlington, Fairfax, VA

Memorial Highway project, as well as the Baltimore-Washington and Blue Ridge parkways. At the same time, he served as chairman of the influential Commission of Fine Arts. Previously, Olmsted and Eliot had extensive planning and design experience in Boston and Washington, D.C., and long public service careers as landscape architects.

Another significant aspect is the function of GWMP as a designed entryway into the nation's capital: part of a strong effort over the years to provide visitors with entries appropriate to the important role played by Washington, D.C., in the national and international community. As such, it provides a picturesque approach to the monumental core of the capital, dipping and rising with the landscape, providing glimpses of the Potomac River, the monuments, and the federal city beyond.

Finally, the GWMP has significance as an instrument of conservation and protection of scenic and recreational resources. By its very existence, it prevents development along the river corridor, and removes development potentially detrimental to the natural resources. Great Falls and the palisades are the prime recipients of this protection, which prevented them from becoming hydroelectric sites. Other areas that have received protection include the resources associated with the Chesapeake and Ohio Canal, Patowmack Canal, and even the viewsheds in a variety of locales along the length of the upper parkway.

Today, burgeoning commuter traffic provides the heaviest use of the parkway. Unfortunately, commuters experience it unlike that intended by the originators. The fit of an essentially rural setting with a developing regional urban community is difficult at best.

National Register of Historic Places Continuation Sheet

Section 8 Page 3

George Washington Memorial Parkway DC, Montgomery MD; Arlington, Fairfax, VA

MAJOR BIBLIOGRAPHICAL REFERENCES

Charles W. Eliot II. "The George Washington Memorial Parkway," *Landscape Architecture XXII (April 1932): 179-189*. Frederick. Gutheim. *Worthy of the Nation: The History of Planning for the National Capital.* Washington, D.C.: Smithsonian Institution, 1977.

U.S. Department of the Interior, National Park Service. Jere L. Krakow. *Historic Resource Study: Rock Creek and Potomac Parkway, George Washington Memorial Parkway, Suitland Parkway, Baltimore-Washington Parkway.* Denver: Denver Service Center, 1990.

National Archives: Record Group 66, Commission of Fine Arts

Record Group 79, National Park Service

Record Group 328, National Capital Park and Planning Commission

- Norman T. Newton. Design on the Land: The Development of Landscape Architecture. Cambridge: The Belknap Press of Harvard University Press, 1974.
- U.S. Congress, Senate. Development of the George Washington Memorial Parkway and the Comprehensive Park, Parkway, and Playground System of the National Capital, S. Rept. No. 1766, 79th Cong., 2d sess., 1946.
- U.S. Congress, House. Authorizing Land Exchanges for Purposes of the George Washington Memorial Parkway in Montgomery County. Md. H. Rept. No. 2597, 85th Cong., 2d sess., 1958.

National Register of Historic Places Continuation Sheet

Section 8 Page 4

George Washington Memorial Parkway DC, Montgomery MD; Arlington, Fairfax, VA

George Washington Memorial Parkway Photographic Index National Register of Historic Places

George Washington Memorial Parkway

Photographer:

Jere L. Krakow

Dates:

June 1990, September 1990

Negatives:

Denver Service Center, National Park Service

12795 W. Alameda Parkway

P.O. Box 25287

Denver, Colorado 80225-0287

<u>No.</u>	Subject	Direction Camera Pointing		
George	Washington Memorial Parkway	,		
1	culvert headwall/Arlington County VA	s		
2	overlook #1/Arlington County VA	WNW		
3	rock retaining wall detail/ Arlington County VA	NE		
4	overlook #1/Arlington County VA	NE		
5	parkway landscape/Fairfax County VA	Е		
6	bridge to CIA/Fairfax County VA	W		
7	drop drain grate/Fairfax County VA	N/A		
Clara Barton Parkway				
1	parkway landscape/Montgomery	WNW		
2	County Maryland parkway landscape & retaining wall/Montgomery County MD	ENE		

National Register of Historic Places Continuation Sheet

Section number 10 Page 1

GEORGE WASHINGTON MEMORIAL PARKWAY (South of Potomac River)

	ZONING/EASTING	NORTHING	<u>USGS QUAD</u>
A	18/311180	4315470	Falls Church, VA - MD
В	18/313920	4315040	Falls Church, VA - MD
C	18/315160	4313440	Falls Church, VA - MD
D	18/315340	4311840	Falls Church, VA - MD
E	18/316280	4311290	Washington West, DC - MD
F	18/318460	4308240	Washington West, DC - MD
G	18/320680	4307570	Washington West, DC - MD
Н	18/321200	4305800	Washington West, DC - MD
I	18/320930	4305680	Washington West, DC - MD
J	18/320720	4306130	Washington West, DC - MD
K	18/320230	4306110	Washington West, DC - MD
L	18/320220	4306640	Washington West, DC - MD
M	18/320730	4306600	Washington West, DC - MD
N	18/320520	4307320	Washington West, DC - MD
0	18/318200	4307250	Washington West, DC - MD
P	18/318680	4307640	Washington West, DC - MD
Q	18/317240	4309000	Washington West, DC - MD
R	18/317000	4309840	Washington West, DC - MD
S	18/314910	4311330	Falls Church, VA - MD
T	18/314430	4313560	Falls Church, VA - MD
U	18/314080	4313860	Falls Church, VA - MD
V	18/313620	4312570	Falls Church, VA - MD
W	18/312840	4312800	Falls Church, VA - MD
X	18/312640	4314580	Falls Church, VA - MD
Y	18/311410	4314300	Falls Church, VA - MD
Z	18/310840	4314700	Falls Church, VA - MD

National Register of Historic Places Continuation Sheet

Section number	10	Page	_2
----------------	----	------	----

CLARA BARTON PARKWAY

(George Washington Memorial Parkway)

	ZONING/EASTING	NORTHING	USGS QUAD
AA	18/309120	4316490	Falls Church, VA - MD
BB	18/309980	4315790	Falls Church, VA - MD
CC	18/310710	4315850	Falls Church, VA - MD
DD	18/310840	4316220	Falls Church, VA - MD
EE	18/312860	4315760	Falls Church, VA - MD
FF	18/314180	4315760	Falls Church, VA - MD
GG	18/316440	4312940	Washington West, DC - MD
HH	18/317000	4310910	Washington West, DC - MD
II	18/316890	4310910	Washington West, DC - MD
JJ	18/316000	4312000	Washington West, DC - MD
KK	18/315320	4313630	Falls Church, VA - MD
LL	18/314030	4315300	Falls Church, VA - MD
MM	18/311650	4315670	Falls Church, VA - MD
NN	18/309830	4315550	Falls Church, VA - MD
00	18/308430	4316580	Falls Church, VA - MD